The Solicitors' Journal and Weekly Reporter.

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Contents.

Cases Reported this Week.

Current Topics.

The Law Society Meeting.

EVERYONE regretted the cause of the absence of Mr. E. K. BLYTH from the chair at the recent meeting. It is indeed sad that a President so anxious to do his utmost for the Society should be laid aside from work for so long a time by successive physical disasters. We are glad to learn, however, that he is making an excellent recovery, and is likely very shortly to be back to his duties. Meanwhile the recent meeting was satisfactory as indicating the possession by the next President of the qualities of firmness, judgment, and tact which are essential to the successful conduct, not only of meetings of members, but of the affairs of the society. Although naturally not quite familiar with the technical conduct of proceedings, nothing could be better than his mode of dealing with the little knot of habitual croakers, or his treatment of Mr. ARNOLD FORSTER'S recent singular effusion, and even more singular "disclaimer." And upon the question of land transfer he had a statement to make which shews that the Council are energetically pressing the demand for an inquiry, and have skilfully availed themselves of the opportunity of sending a deputation to a meeting of the General Purposes Committee of the London County Council on the subject, as a result of which the County Council have adopted a resolution in favour of a complete inquiry. Everything seems to shew that the Law Society Council are devoting themselves to their duties with vigour, activity, and unanimity.

Mr. Warmington, K.C.

THE RETIREMENT of Mr. C. M. WARMINGTON, K.C., will be regretted by both branches of the profession; but after nearly forty years' practice, one cannot wonder at his desire for rest. We believe he was originally admitted a solicitor, and was Clement's-inn Prizeman in 1864; but five years afterwards he was called to the bar, winning the studentship in 1868. His career has been one of much success—a faculty for picking out the leading points of a case, combined with sturdy good sense, and a sort of instinctive perception of the true application of law to the facts of a case, served him in good stead, and ultimately landed him in the position of leading "special" in the Chancery Division. We remember many years ago being told by a shrewd

judge in legal matters that "WARMINGTON in his opinions troubles himself little with decisions, but is usually right in principle." These qualities ought to have landed him on the bench, where we believe he would have made a judge of the admirable "JOHN PEARSON" type; but, either from his unwillingness to accept a judgeship of first instance, or from other causes, he, like Mr. GRAHAM HASTINGS—another leader who had all the qualifications of a good judge—remained at the bar. He has taken an active part in the Council of Legal Education, the Bar Council (of which he was chairman for some years), and the Council of Law Reporting; and his general presence will be much missed by his colleagues at the bar.

An Attorney-General with Moustaches.

A PORTRAIT of the new Attorney-General, with a moustache which would be not unworthy of an officer in another branch of the service of his Majesty will remind the seniors of the legal profession of the vicissitudes in the practice of shaving during a period of some fifty years. Whiskers, and whiskers only, were permitted at the beginning of the first half of the last century. Mr. CHARLES DICKENS, in his report of the trial of *Bardell* v. *Pickwick*, refers to that "variety of nose and whisker for which the Bar of England is justly celebrated." Beards advanced with more or less rapidity. Moustaches gradually followed with more deliberation. Early rising is strongly recommended to the legal profession. Early rising with shaving is, during many months of the year, an uncomfortable business, and total abstinence from shaving might seem better adapted to the dignity and comfort of the busy lawyer. But another change followed; beards and whiskers disappeared, and the barrister of the present day is either entirely shaved, as in the days of GEORGE the Third, or wears a solitary moustache. How long the present fashion may continue it is difficult to say. Changes are, after all, gradual, and if a gallery of portraits of the English Law Officers were accessible, we believe it would appear that the fashion adopted by Sir WILLIAM ROBSON is wholly without precedent.

Old Age Pensions and Proof of Age.

A WORKING man who, according to a newspaper report, applied to a London police magistrate for advice, stated that he was unable to give satisfactory proof of his age to a friendly society of which he was a member. He had belonged to the society for thirty years, and under its rules was entitled to certain benefits upon reaching the age of fifty-five. He believed that he was born on the 20th of April, 1846, but had never been christened or registered. The society were not satisfied with his simple statement as to his age, but required further proof. The magistrate could only recommend him to renew his application to the society, and the applicant retired. Proof of the exact age of a large number of elderly workmen will soon have to be given, if the scheme for old age pensions becomes law. Any Act introducing this law will probably contain express provision as to the proof of the ages of persons claiming pensions, and in the case of claimants who, like many English workmen, have repeatedly changed their place of abode, this proof will be no easy matter. The difficulty will be much increased in cases where the surname of the applicant is in common use. Compulsory military service, which has been adopted by every European nation except the British, is of great assistance in proving the age of the male population of the different States of the continent, which is also to be found in many official papers for which provision is made by the law. But in England the law admits of more reticence on the subject of age, and there is reason to believe that the census tables are, with reference to age, far from accurate. It is rumoured that employers of labour have, since the passing of the Workmen's Compensation Acts, been unwilling to employ workmen who have touched forty, so that these unfortunate persons are under the strongest temptation to make false statements as to their time of life. How far this is an argument against the policy of these Acts we are unable to say, but we are convinced that any attempt at habitual misstatement of age is doomed to failure.

Public Policy.

THE COURT of Appeal have now decided that a contract, made by a man during his wife's lifetime, to marry another woman, is illegal and void, as being against public policy: *Wilson* v. *Carnley* (reported elsewhere). The pith of the *ratio decidendi* of the case is to be found in the following short extract from the judgment of VAUGHAN WILLIAMS, L.J.: "He had no doubt that this was a contract which had a tendency to make the defendant, who in the lifetime of his wife had promised to marry another woman, do something which was in contravention of the obligations which a husband owed to his wife. It was sufficient for him to say that." The decision is certainly in accordance with most people's ideas of what—for want of a better name—may be called natural justice. But the scientific lawyer will not get much help from this case towards arriving at any conclusion respecting the limits that are to be set by public policy to the legality and enforceability of contracts. The fact is, no one really knows what a court of law may declare to be prohibited by public policy. Contracts to submit to a fraud have often been said to be void as against public policy. But Lord ATKINSON recently treated the point as an open one, saying he was "inclined to think, on the authority of" certain cases, "that such a contract would be illegal in point of law": *Pearson* v. *Dublin Corporation* (1907, A. C., at p. 365). Whether a particular contract is to be treated as void, on the ground that public policy requires it to be void, is rather, at present, a matter of accident. Any actual decided case will, of course, be rigidly adhered to by the courts, after the fashion of our English method of judge-made law. When a new situation arises, what really governs the case is the general moral sense of the members of the tribunal that hears the case. But moral sense is not jurisprudence. To rule out public policy altogether as a principle of decision in a court of justice would make many cases immensely more difficult to decide, but it would, in the end, make for certainty in the law. Certainty is perhaps a greater blessing than abstract goodness in the administration of justice.

Jurisdiction of French Court to Entertain Petition for Divorce against Domiciled Irishman.

THE FIRST Chamber of the Tribunal of the Seine, sitting as a Court of Appeal, has had to deal with a question of matrimonial law of more than ordinary importance, and we are sorry that we have only been able to procure a meagre report of the questions determined by the court. It appears that the wife of Major MCBRIDE, a domiciled Irishman, had instituted a suit for divorce against him in the court from which the appeal was brought. Both husband and wife had for some time resided in France. The court rejected the prayer of the petitioner for a divorce, but granted a judicial separation. The petitioner appealed, and on the hearing of the appeal it was contended by the respondent that, inasmuch as the Irish courts had no jurisdiction to grant a divorce *a vinculo*, and a dissolution of marriage could only be obtained in Ireland by means of a Divorce Bill, a French divorce in the present case would have no extraterritorial operation and ought not to be granted. The Court of Appeal adopted this argument and confirmed the decision of the court. It may be useful to consider what would have occurred if the petitioner had commenced her suit under the English divorce Acts, instead of resorting to a French court. The logical conclusion would appear to be that the domicil for the time being of the married pair was the test of jurisdiction to dissolve the marriage, and treating Ireland as regards domicil as a foreign country, it would be the duty of the English court to refuse to dissolve the marriage contracted in Ireland, and to refer the parties to the Irish courts. This would prevent the scandal which arises when a man and woman are held to be man and wife in one country and strangers in another. But the decisions with regard to the jurisdiction of the English divorce courts over a foreign respondent are not always easy to reconcile, and it would be rash to predict how, in the case suggested, they would decide. But we may assume that in any view they would follow the French court in granting a judicial separation, founded on matrimonial residence only, as distinguished from domicil.

The Certificate of Registration of Debentures.

THE COURT of Appeal in *Re Yolland, Husson, & Birkett (Limited)* (1908, 1 Ch. 152) have decided very clearly in favour of the conclusiveness of the certificate of the registration of debentures given by the registrar under section 14 (6) of the Companies Act,

1900. Sub-section 1 requires that the mortgages and charges therein specified, including charges for securing debentures, shall be "filed" with the registrar within twenty-one days, and sub-section 3 prescribes the particulars which the registrar is to enter in the register. Then sub-section 4 adds the proviso that, in the case of a series of debentures containing a charge to the benefit of which the holders are entitled *pari passu*, it shall be sufficient to enter on the register (*a*) the total amount secured by the series; (*b*) the dates of the resolutions creating the series and of the covering deed, if any; (*c*) a general description of the property charged; and (*d*) the names of the trustees, if any, for the debenture-holders. Section 6 directs the registrar to give a certificate of the registration, "which certificate shall be conclusive evidence that the requirements of this section as to registration have been complied with." The language of sub-section 1 seems to require the production to the registrar of each debenture of a series, but this formality has been dispensed with on the ground that sub-section 4 makes it sufficient to register the particulars therein mentioned: see *Harrogate Estates (Limited)* (1903, 1 Ch. 498). In the present case, however, the series of debentures which had thus been registered were not strictly *pari passu* debentures, since certain of them were entitled to priority over the others. It was contended, accordingly, that actual production of the debentures to the registrar was necessary, and that the omission in this respect could not be cured by the registrar's certificate, which was only conclusive as to his part of the business—namely, registration. But the Court of Appeal, affirming the decision of WARRINGTON, J., declined to limit in this way the effect of the certificate. It was conclusive as to all formalities required by the section, and, after it had been given, the debentures were not liable to be impeached. It may be noticed that section 10 of the Companies Act, 1907, which from the 1st of July next will replace section 14 of the Act of 1900, expressly authorizes the production to the registrar, in the case of *pari passu* debentures, of a memorandum of the above particulars, together with the covering deed, or, if there is none, one of the debentures.

Purchase by Debenture Trustees.

THE PROVISIONS of section 14 of the Companies Act, 1900, of course apply to every mortgage or charge of the specified nature created by a company since the Act came into operation, but questions as to its applicability may arise where new property is substituted for property which was brought into mortgage before the operation of the Act. The trustees of a debenture trust deed may have realized part of the property and applied the proceeds in the purchase of substituted property, and a comparison of the decision of the Court of Appeal in *Cornbrook Brewery Co.* v. *Law Debenture Corporation* (1904, 1 Ch. 103) with the recent decision of PARKER, J., in *Bristol United Breweries Co.* v. *Abbot* (1908, 1 Ch. 279) shews that the result may be very materially affected by the form which the transaction takes. In the former case the trustees did not make the purchase of the new property themselves. They allowed the company to make it, and subsequently paid to the company the money in their hands which was waiting reinvestment, and took in return a mortgage of the new property. It was held that this was a "mortgage or charge created by" the company after the commencement of the Act, and, consequently, that it required registration. In the present case a different procedure was adopted, and with a different result. The trustees sold, under the powers of the debenture trust deed, part of the specifically mortgaged premises, and themselves invested a portion of the proceeds in the purchase of freehold houses. These were conveyed to the trustees upon the trusts of the debenture trust deed, and "as part of the specifically mortgaged premises the trusts whereof were thereby declared"; and the company was not a party to the conveyance. The case, as PARKER, J., held, differed from the former one in that there was now no mortgage or charge created. There was simply a sale and reinvestment under the powers of the trust deed, and not a mortgage or charge. Hence the conveyance did not require registration under section 14 of the Act of 1900.

Deduction of Amount of Insurance from Damages under Fatal Accidents Act.

THE LAW is well settled that in an action under the Fatal Accidents Act, 1846 (commonly called Lord Campbell's Act), by the representatives of a deceased person whose death has been caused by the negligence of the defendant, the defendant is entitled to have deducted from the damages recovered against him the amount of insurances effected by the person deceased. Things are different in the ordinary action for injuries caused by the defendant's negligence. In such an action a sum received by the plaintiff on an accidental insurance policy cannot be taken into account in reduction of damages. The reason for this distinction is the construction placed by the courts on the words of section 2 of the Act, which enacts that the jury in the statutory action "may give such damages as they think proportioned to the injury resulting from such death to the parties respectively for whom and for whose benefit such action shall be brought." The courts have held that the jury, in estimating these damages, can only give compensation for pecuniary loss. In an unreported case at *Nisi Prius—Hicks* v. *Newport, Abergavenny, and Hereford Railway Co.* (see 4 B. & S. 403, note (*a*))—Lord CAMPBELL directed the jury that, in awarding damages for the pecuniary loss sustained by the family of the deceased, they ought to deduct the sum paid by a company which had insured him against accident, and that they ought to make a further deduction in respect of policies on his life independently of accident. This ruling was approved in subsequent decisions, and, assuming that the pecuniary loss caused by the death is the basis of the action and the measure of the damages, it is a natural consequence that whatever comes into the possession of the family by reason of the death, whether by inheritance, insurance, or otherwise, must be taken into account. But the English decisions have not met with universal approval. It has been held in the United States, under a statute similar to Lord Campbell's Act, that the receipt of a sum of money by the persons for whose benefit the action was prosecuted, on account of a policy of insurance on the life of the deceased, would not be available to reduce the amount to be recovered; the court saying that "to allow such a defence would defeat actions, under the law, when the party killed had, by his prudence or foresight, made provision, or left means, for the support of his wife and children, and the wrongdoer would thus be enabled to protect himself against the consequences of his own wrongful act." It appears, too, that the law as to the deduction of the amount received from policies has given much dissatisfaction to insurance companies, who believe that it affects their business. Lord ROTHSCHILD, at a recent meeting of the Alliance Assurance Co., said that their company, and thirty-six other insurance companies, had combined, with the view of promoting a private Bill in Parliament during the current session. He commented upon the unfairness of the law which penalized a man for his thrift and relieved parties responsible for a fatal accident from the consequences of their negligence. Several of the companies had special Acts exempting their policies from the ordinary operation of the law in this respect, and it was expedient to place others on the same footing. We have much sympathy with this attempt to amend the anomalies of the existing law, but the hardship appears to us to apply equally to the case where a fortune which the deceased has amassed by savings from his earnings descends unimpaired to his relatives at the time of his death. The existence of this fortune must surely be taken into account in estimating the compensation due to them.

Money-lenders who Call Themselves Bankers.

MONEY-LENDERS have been having a brisk time of late. Mr. Justice DARLING, in a recent case in which he had to decide whether the interest on a loan was excessive, expressed his opinion that it would be well if the Legislature would give some further guidance to the judges by fixing a maximum rate of interest, and that, if it were necessary to put plainly on a promissory note what the interest per annum was, people, in his opinion, would not enter into these transactions which the court was asked to set aside. In another case, before the judge of the Lambeth County Court, where the lender bore the title of "The Borough of Camberwell Credit Bank," the judge said that "it was disgraceful that such a title should be assumed. It would mislead poor people, who might imagine the Borough of Camberwell had to do with it. The Legislature should take the matter up." One of the financial papers, in commenting upon this observation, says that, not only the local appellation, but the

word "bank" itself, is misleading, and that it is surprising that the legitimate banks themselves have not before now taken steps to prevent, if possible, the misuse of such a title. This criticism may be thought to be a little too severe. The term "bank" in its primary signification is an establishment for the granting of loans, or the discounting of bills, and there never was anything to prevent any such bank from being established by a single person, as in the case of several of the well-known private banks. A money-lender carrying on his business in a couple of rooms in a mean street may adopt the title of "bank" for similar reasons to those which induced Mr. SQUEERS to call his premises "Dotheboys Hall," but we hardly think that his custom would be much affected by this grandiloquent phraseology.

The Coroner of the King's Household.

AT AN inquest, recently held at Buckingham Palace by the Coroner of the King's Household, concerning the death of a carman who had been run over and killed near the tradesmens' entrance to the Palace, it appeared that the deceased had been riding as postilion on one of the horses of a van conveying plate from Windsor Castle. This van had been driven through the gateway of the Palace at the time of the accident. The appointment and jurisdiction of the Coroner of the King's Household are governed by the Coroners Act, 1887. By section 29 (1) the Coroner of His Majesty the King's Household is to continue to be appointed by the Lord Steward for the time being of the King's household; (2) the Coroner of the King's Household is to have exclusive jurisdiction in respect of inquests on persons whose bodies are lying within the limits of any of the King's palaces or within the limits of any other house where his Majesty is then demurrant and abiding in his own royal person, notwithstanding the subsequent removal of his Majesty from such palace or house; (3) the jurors on an inquest held by the Coroner of the King's Household shall consist of officers of the King's Household, to be returned by such officer of the King's household as may be directed to summon the same by the warrant of the said coroner; and (4) the limits of the said palace or house shall be deemed to extend to any courts, gardens, or other places within the curtilage of such palace or house, but not further. It will be seen that under the preceding sections the Coroner of the King's Household had exclusive jurisdiction over the inquest, although such inquests are, of course, seldom required. The jury, which consisted of members of the King's household, returned a verdict of accidental death.

Leases for Lives.

AN ACTION of ejectment by remaindermen on the ground that a lease for three lives of the premises in question has come to an end is a proceeding quite unfamiliar to English practitioners. But Ireland is more old-fashioned than this country, and an action of this description came recently before the Irish courts in *Domvile* v. *Callwell* (Ir. Rep. 1907, 2 K. B. D. 617). Leases for lives have practically gone out of use, as can be seen by a reference to any collection of precedents or to the works on the law of landlord and tenant. But they were at one time commonly created in the West of England, and in the case of chambers in the Inns of Court. One of the oldest of the ancient special pleaders used to relate how the first set of chambers which he occupied were let on a lease for lives, and that the last of the lives continued for so long a period that the reversioners talked of putting the Cestui que Vie Act, 1707, into force. By section 1 of this Act provision is made for the production of a *cestui que vie* at the instance of the remainderman, and, in default of production, the remainderman is entitled to enter as though the *cestui que vie* were dead. *Domvile* v. *Callwell* is a case of some interest. In a lease for three lives, granted in 1811, there was a covenant by the landlord to renew, within a limited period; the tenant nominating a new life on the dropping of each life successively, and the question was whether the new lives had been nominated from time to time in due succession.

Distribution of Barristers among the Inns of Court.

MANY PERSONS will be surprised to hear that the lists of students to be called to the bar shew that Lincoln's-inn supplies the smallest number of candidates, Gray's-inn, which is apparently rising in estimation, being the next in order. The reasons for this change in the distribution of students are rather obscure. It has been the custom for nearly a century for members of the common law bar to occupy chambers in the Temple, and inasmuch as members of the common law bar largely exceed those practising in the Chancery Division, it is natural that the Inner and Middle Temples should attract a larger number of students than Lincoln's-inn, which was, and is, in convenient proximity to the Chancery Courts. Gray's-inn has, however, none of these attractions, and we can only suppose that it offers facilities and advantages which are not so obvious as in the case of the other inns.

The Law Society's Studentships.

NO FEWER than eight studentships, of the substantial value of £50 to £40 each, will be awarded by the Law Society in July next, tenable on condition of pursuing, under proper supervision, courses of legal studies approved by the Council.

The Incidence of Life Annuities on Settled Property.

IT sometimes happens that a testator leaves the residue of his property to trustees on trust to pay the income to one for life with remainder over, and it is found that his estate is subject to a liability to pay a life annuity to a third party. A question then occurs as to the shares of each instalment of the annuity which should be paid out of capital and income respectively.

On principle, each instalment of the annuity is a debt payable at a future time; and, if the length of the annuitant's life were known, it would be right to set apart so much of the testator's estate as would, with its income, produce all future instalments of the annuity. The residue would be the fund bequeathed in trust for the tenant for life and remaindermen. But the length of the annuitant's life is necessarily uncertain, so that this course cannot be followed.

Another plan would be to purchase an annuity for the life of the annuitant. But this plan can only be adopted if the tenant for life and all the remaindermen are *sui juris* and agree to it. The trustees could not do it on their own responsibility. If trustees laid out £1,000, say, in purchasing an annuity of £100 per annum for the life of the annuitant, and that party only lived four or five years, the beneficiaries would have good reason to complain. If they were *sui juris* they would object to this course if they thought the life of the annuitant at all precarious, because on the purchase of an annuity the purchase-money is sure to be based on the assumption that the life is a good one; and, indeed, a small profit must necessarily be charged even on that.

A third expedient, and one which works strict justice, is to consider, as each instalment comes due, what amount of capital set apart at the testator's death would, with its income, have produced the instalment at the date of its payment, and to raise that amount out of the capital and pay the rest out of the income. The amount thus deducted from the income would represent the amount previously overpaid to the tenant for life by giving him the full income of the estate without setting apart any portion to meet future payments of the annuity. This method may be regarded as the course to be adopted when all parties insist on their strict rights, inasmuch as it has recently been applied by SWINFEN EADY, J., after a careful argument and in the face of the fact that he had preferred a different method in a previous case. The earlier case was *Re Dawson, Arathoon* v. *Dawson* (54 W. R. 556; 1906, 2 Ch. 211), wherein he recognized that *Allhusen* v. *Whittell* (1867, L. R. 4 Eq. 295, 303, Seton on Judgments (6th ed.) 1679) has properly laid down that the settled fund was only the clear residue after all the testator's obligations were satisfied. But he added: "The question is whether in applying the rule in *Allhusen* v. *Whittell* it is better to deal with the matter on the footing of a fixed apportionment, or whether there should be a separate calculation on each half-yearly instalment, taking the period from the testator's death to the day of payment. This would be a most inconvenient course in practice. The necessary calculations would be beyond the capacity of ordinary trustees, and would involve the employment of professional assistance, and cause substantial

expense. On the other hand, if the values of the life estate and reversion are ascertained once for all, as in *Yates* v. *Yates* (1860, 28 Beav. 637), and the instalments of the annuity divided in that fixed proportion, the expense will be less, and the result practically the same. I, therefore, follow the rule in *Yates* v. *Yates*, and direct the successive payments to be apportioned in proportion to the values of the life estate and reversion at the testator's death."

The same learned judge, however, abandoned this practical expedient in *Re Perkins, Brown* v. *Perkins* (1907, 2 Ch. 596), giving as a reason for so doing that the tenant for life "contended that, having regard to the comparative ages of herself and the annuitant, an apportionment according to the values of the life estate and reversion, as in *Re Dawson*, would work unfairly against income, and that the strict rule of *Allhusen* v. *Whittell* ought to be applied." He then stated the rule as given above, adding that, as the residue was invested in Consols, which at their existing price paid 3 per cent., the calculation should be made at that rate; and directed a declaration that as from the commencement of the trust each instalment of the annuity should be apportioned between capital and income by calculating what sum, with simple interest at 3 per cent. to the day of payment, would have met the particular instalment: the sum so ascertained was chargeable to capital, the balance to income. It was evident that the tenant for life ought only to be ordered to contribute income at 3 per cent. since she had only received it at that rate, and the omission to charge compound interest is consistent with the practice of the court in analogous cases.

We see that the practice thus laid down involves very elaborate calculations, for which the trustees may require professional assistance; and it may evidently entail a further difficulty if the trust estate does not include Consols or other stock, of which any required amount is readily saleable. Such a case arose before CHITTY, J., in *Re Muffet, Jones* v. *Mason* (1888, 39 Ch. D. 534), but the judgment only gives the principle, without specifying its application; and the form of the order made upon it is stated by KEKEWICH, J., in *Re Bacon* (1893, 41 W. R. 478), where we see that the real difficulty would only have arisen in working out the order, and the same remark applies to the case of *Re Bacon* itself, which involved a similar question: see also *Re Henry* (1907, 1 Ch. 30), where the same learned judge followed the rule in *Re Bacon*.

Apparently all that can be done, when the trust estate is not readily saleable, is to direct the annuity to be paid in the first instance out of income, and declare that on each payment being so made the tenant for life will become entitled to a charge upon the corpus for the amount above defined, together with interest, as from his death. He ought not to be allowed interest during his life, because he would be receiving the full income of the trust fund, and apparently after his death he ought to have interest at the legal rate of 4 per cent. He, or his representatives, should also have liberty from time to time to apply to raise the amount due to him by a sale of some of the trust property; and he would of course be at liberty to transfer his charge to any mortgagee, and charge the income payable to him during his life with interest at such rate as might be agreed upon.

The matter is complicated, but the complication is not produced by the law, but by the acts of the testator himself.

The Small Holdings and Allotment Act, 1907.

III.

Amendments as to Allotments (continued).—It will be remembered that section 2 of the Allotments Act, 1890, enacted the procedure to be followed when a sanitary authority (now a district council) was in default in providing allotments. A petition might be presented to the county council by six duly qualified persons, and upon the county council resolving that land for allotments ought to be acquired, the powers and duties of the district council were transferred to the county council. This procedure is now abolished, and section 24 of the present Act substitutes a provision imposing on county councils, in the first instance, a duty to ascertain the extent of the demand for allotments and the extent to which it is reasonably practicable to satisfy it, and for that purpose to co-operate with such authorities, associations, and persons as they think best qualified to assist them. And then a new provision is introduced conferring on the Board of Agriculture power, in cases where a county council is in default, to transfer the powers of the council in respect of allotments to the Small Holdings Commissioners.

General Provisions.—Part III. of the Act contains provisions applicable both to small holdings and allotments. Section 26 prescribes the procedure for the exercise of compulsory powers of acquiring land. The council proposing to exercise such powers will submit an order to the Board of Agriculture, either for the purchase or hiring of land. In case of hiring the term will be not less than fourteen nor more than thirty-five years, and the procedure is further regulated by the provisions in Schedule I., Part I., as modified, in regard to hiring of land, by Part II. The board may confirm the order, with or without modification, and "an order when so confirmed shall become final and have effect as if enacted in this Act"; and the confirmation is to be conclusive evidence that the requirements of the Act have been complied with, and that the order has been duly made and is within the powers of the Act. The order may also provide for the continuance of existing easements or the creation of new easements over the land to be acquired, and it must, if so required by the owner of the land, create new easements securing the owner and his tenants in the enjoyment of existing means of access, water supply, drainage, and other similar conveniences. In determining compensation no allowance is to be made for compulsory acquisition. In the case of compulsory acquisition by a parish council, the above procedure will be carried out, not by the parish council, but by the county council on the representation of the parish council. The land, however, will be assured or demised to the parish council, by whom all the expenses of the county council will be paid. In the event of the refusal of the county council, the parish council may petition the Board of Agriculture for a compulsory order.

Section 27 provides for the renewing of compulsory hirings of land, but any land required for the amenity or convenience of a dwelling-house is to be excluded from the renewed tenancy. Section 30 imposes restrictions on the taking of land compulsorily similar to those contained in the repealed sub-section 6 of section 3 of the Allotments Act, 1887. Land which forms part of a park, garden or pleasure ground, or of a home farm, or which is otherwise required for the amenity or convenience of any dwelling-house, or which is woodland, or is used for a public purpose or undertaking, or is the site of an ancient monument, is not to be taken; and in taking land compulsorily regard is to be had to the extent of land held or occupied in the locality by any owner or tenant, and to the convenience of other property belonging to or occupied by the same owner or tenant, and an undue or inconvenient quantity is not to be taken from any one owner or tenant; and care is to be taken to avoid, so far as practicable, displacing any considerable number of agricultural labourers employed on the land; and no holding of fifty acres or less, or any part of it, is to be taken compulsorily. There are further provisions authorizing the interchange of land for small holdings and allotments between different authorities (section 32); enabling the owner of land hired compulsorily to resume it for building, mining, or other industrial purposes (section 33); giving compensation to displaced labourers (section 35); and regulating the compensation for improvements payable to tenants of small holdings and allotments (section 35).

Both the Allotments Act, 1890, and the Small Holdings Act, 1892, provided for the establishment of committees of the county councils for putting the Acts into force. These sections—section 3 (1) of the Act of 1890 and section 5 (1) of the Act of 1892—are repealed; and section 36 of the new Act provides for the establishment by every county council of a small holdings and allotment committee which may include outsiders, but members of the council are to be in a majority. To this committee all matters relating to small holdings and allotments, except raising a rate or borrowing money, will stand referred, and the council may delegate to them any of these powers, except as

just mentioned. This committee in turn may delegate any of its powers to sub-committees, which also may include outsiders. By section 39 a county council is empowered to promote the formation and extension of co-operative societies for the provision or profitable working of small holdings and allotments, including societies for the purchase of requisites, the sale of produce, credit banking and insurance.

Summary.—It is necessary to ascertain the existing law as to small holdings and allotments from the provisions of the Acts of 1887, 1890, and 1892, and the Local Government Act, 1894, varied as these have been by the Act of 1907. The result of these various statutes has been to reduce the law to a singular state of embarrassment, and the Government have recognized this by promising a speedy measure of consolidation. At present it is very difficult to understand the exact position and powers of the various bodies concerned—parish councils, urban district councils and municipal corporations, county councils, the Small Holdings Commissioners, and the Board of Agriculture. With regard to allotments, the law may perhaps be summarized as follows: An initiative is still left to six resident parliamentary electors or ratepayers, and on a representation from them, or, apparently, without any such representation, an urban district or borough council, or a parish council or meeting, can purchase or hire land by agreement for letting either to the labouring population (section 2 (1) of the Act of 1887), or to co-operators (section 21 (3) of the Act of 1907). If land cannot be acquired by agreement, it can be acquired compulsorily under an order prepared by the council and confirmed by the Board of Agriculture, but a parish council can only obtain a compulsory order through a county council (sections 22 and 26 (7) of the Act of 1907). Allotments may extend to five acres, or, with the consent of the county council, beyond, but the duty of providing them is restricted to allotments of one acre. The various powers of improving and adapting land for allotments and borrowing money and providing common pasture, under the Act of 1887, are continued. In addition to the initiative thus conferred on local authorities, county councils are required to ascertain the demand for allotments (except in boroughs), and if they find that it exists they can transfer to themselves the powers of the local authority (section 24 (2) of the Act of 1907, and section 2 (2) of the Act of 1887). It is not clear whether they must be satisfied first that the local authority is in default. But having acquired land, either voluntarily or compulsorily, they may delegate the management of it to the urban district council or parish council, or, if so requested, transfer the land to such authorities. If the county council are in default, its powers in respect of allotments may be transferred by the Board of Agriculture to the Small Holdings Commissioners.

With respect to small holdings an initiative is still left to the county councils, who may either acquire land at once under section 1 (1) of the Act of 1892 and section 6 of the Act of 1907, or prepare a draft scheme for confirmation by the Board of Agriculture under section 3 of the Act of 1907. Under the Act of 1892 they can only purchase land by agreement and for the purpose of resale in small holdings; under the Act of 1907 they can acquire it either by purchase or hire for the purpose of letting, and for this purpose only they can acquire it in either manner compulsorily. The provisions of the Act of 1892 as to adapting the land required and re-selling it, and the conditions of tenure by the small holders, are continued with some alterations. Thus the holder must pay one-fifth of the purchase price in cash, one-fourth may be left as a perpetual but redeemable rent-charge, and the residue may be charged on the land and paid by instalments. The power of letting has been left in a very unsatisfactory state, and the apparent result of the statutes is that the county council cannot let to individual small holders, but only to co-operators or associations. The county council may borrow for the purpose of acquiring small holdings, and the repayment can be spread over eighty years; and it can delegate the actual management to borough and urban district councils. A concurrent initiative is also imposed upon the Small Holdings Commissioners, whose business it is to ascertain in the several counties the existence of a demand for small holdings, and, in default of the county councils, to prepare draft schemes and carry them into effect. In addition, the Board of Agriculture may illustrate the advantages of small holdings by conducting experiments in that direction. It is too early yet for the changes introduced by the Act of 1907 to have become to any considerable extent operative, and it may be hoped that before the present session is far advanced the Consolidating Act which has been promised will have been passed. The present state of the statutes imposes a very irksome task upon persons concerned in their interpretation and administration, in addition to leading to much doubt and confusion.

Reviews.

County Court Practice.

THE YEARLY COUNTY COURT PRACTICE, 1908. FOUNDED ON ARCHBOLD'S COUNTY COURT PRACTICE AND PITT-LEWIS'S COUNTY COURT PRACTICE. By the late G. PITT-LEWIS, K.C., and Sir C. ARNOLD WHITE, Chief Justice of Madras. 1908 EDITION, by His Honour Judge WOODFALL and E. H. TINDAL ATKINSON, B.A., Barrister-at-Law, assisted by WALDO R. BRIGGS, B.A., LL.B., and HORACE C. FENTON, Barristers-at-Law. THE CHAPTER ON COSTS AND THE PRECEDENTS OF COSTS, by HARRY COUSINS, Registrar of the Cardiff County Court. IN TWO VOLUMES. VOL. I.: GENERAL JURISDICTION AND JURISDICTION IN ADMIRALTY, CONTAINING THE COUNTY COURTS ACTS, 1888 AND 1903; THE EMPLOYERS' LIABILITY ACT, 1880; THE WORKMEN'S COMPENSATION ACT, 1906; THE ADMIRALTY JURISDICTION ACTS, 1868 AND 1869 &c. TOGETHER WITH THE RULES AND FORMS. VOL II.: ENACTMENTS CONFERRING SPECIAL JURISDICTION UPON THE COUNTY COURTS. Butterworth & Co.; Shaw & Sons.

The most noteworthy change in this edition of the Yearly County Court Practice is the substitution of the Workmen's Compensation Act, 1906, as the statute now governing the claims of workmen and servants to compensation for accident, though, for convenience of reference, the repealed Acts of 1897 and 1900 are also printed. The text of the present Act is fully annotated, and references are given to the decisions on the previous statutes so far as they are applicable. In explaining the definition of a "workman," which, it will be remembered, excludes a person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business, the editors say that "it would be of no practical use to forecast the definition which will be given to the term 'casual employment,'" and they submit that the question is "one of fact dependent on the circumstances of each case." Doubtless this is so, and though there are many people who would like guidance on the point before it comes before the courts, we agree that it is very difficult to give it. The Workmen's Compensation Rules, 1907, follow the text of the Act, and the editors have conveniently prefixed to them the explanatory memorandum issued officially with the rules. In other respects the work bears testimony to the variety of the business imposed on the county courts, and the desire of the editors and publishers to supply the profession with a complete guide to county court law and practice. Reference may be made, for instance, to the note under section 56 of the County Courts Act, 1888, on the jurisdiction of the court, including the special jurisdiction and the rules of law which are applicable under the Judicature Acts, with references to the chief cases. The reference to *Kemp* v. *Baerselman*—(1906, W. N. 152)—given at p. 33, an important case on the assignability of contracts, is not quite up to date; but the reference to the full report (1906, 2 K. B. 604) is given in the Table of Cases, and the slip may be taken to be the exception which proves the accuracy of the work.

Books of the Week.

Woodfall's Law of Landlord and Tenant, with a Full Collection of Precedents and Forms of Procedure, containing also a Collection of Leading Propositions. The Eighteenth Edition, containing the Statutes and Cases down to Michaelmas Day, 1907. By the late J. M. LELY and W. H. AGGS, M.A., LL.M., Barristers-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Licensing Acts. By the late James Paterson, M.A., Barrister-at-Law. Being the Licensing Acts, 1828 to 1906; together with all relative Excise, Inland Revenue, Innkeepers', Sunday Closing and Grogging Acts, with Notes; and the Law relating to Clubs, Theatres, Music and Dancing, Racecourses, Billiards, Compensation, Covenants, Contracts of Sale of Licensed Premises, and Rates and Taxes on Licensed Property; and Forms. By WILLIAM W. MACKENZIE, M.A., Barrister-at-Law. Nineteenth Edition. Butterworth & Co.; Shaw & Sons.

The Law and Practice relating to the Formation of Companies (Limited by Shares) under the Companies Acts, 1862 to 1907, with an Appendix of Forms and Precedents. By VALE NICOLAS, Barrister-at-Law. Third Edition. By VALE NICOLAS and W. F. LAWRENCE, M.A., Barristers-at-Law. Butterworth & Co.

A Digest of the Law of Partnership, with an Appendix of Forms. By Sir FREDERICK POLLOCK, Bart., D.C.L., Barrister-at-Law. Eighth Edition, with an Appendix on the Limited Partnership Act, 1907, together with the Rules and Forms, 1907. Stevens & Sons (Limited).

The Agricultural Holdings Act, 1906, with an Introduction Thereto and Comments Thereon, together with a Summary of the Law Relating to Agricultural Holdings under the Agricultural Holdings Acts, 1883-1900. By GEORGE ARTHUR JOHNSTON, Barrister-at-Law. Second Edition, Revised and Enlarged. Effingham Wilson.

The Patents and Designs Act, 1907. With Notes Thereon and an Appendix on Chemical Patents. By WM. MARSHALL FREEMAN, Barrister-at-Law. Horace Cox.

The Agricultural Holdings Act, 1906. With a Short Introduction Thereto, and Notes and Comments Thereon. By ERNEST G. HARVEY, Solicitor. Butterworth & Co.

The Finance Act, 1907, in its Relation to Income Tax. By T. HALLETT FRY, Barrister-at-Law. Stevens & Sons (Limited).

A Handy Book on the Law of Private Trading Partnership. By JAMES WALTER SMITH, Esq., K.C., LL.D. Thirtieth Thousand. Effingham Wilson.

The Law Magazine and Review: A Quarterly Review of Jurisprudence. February, 1908. Jordan & Sons (Limited).

Correspondence.

[*.* *We think it desirable to state, once for all, that our correspondence columns are intended for the free expression of views by members of the profession, whether in accordance with our own views or not; and that the insertion of a letter does not in any way imply that we agree with the writer's opinions.*—ED. *S.J.*]

Exchange of Easements under Statutory Power.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The sections of the Inclosure Acts by which power is given to the Board of Agriculture to effect exchanges contain provisions which seem to throw some light on the sections of the Settled Land Acts with regard to exchanges by tenants for life.

The power to effect exchanges by order was given to the Inclosure Commissioners by the Act of 1845, but as the power was confined to "land," and as the definition of "land" includes only corporeal tenements and hereditaments, the power did not extend to easements. This defect was partly remedied by the Act of 1847, section 4 of which gave the commissioners power, on the occasion of making any exchange, to except or reserve out of such exchange such rights of way and other easements as the parties may have agreed on. This, however, only gave power to create new easements; it did not authorize the exchange of existing easements. Consequently, the Act of 1849 provides (section 7) that the commissioners' powers of exchange "shall extend and be applicable to the exchange of all rights of common, rights of fishing, manorial and other rights, and all easements over any land, for any other of the said rights, easements, and things, whether of the same or a like or different nature." It is clear that this section refers to existing rights, for manorial rights cannot be created at the present day.

It is submitted that these provisions support the construction of the provisions of the Settled Land Acts with regard to exchanges of easements by tenants for life which was suggested in an article in the SOLICITORS' JOURNAL of November 23rd last (*ante* p. 56). It was there contended that a power to create new easements by way of exchange is quite distinct from a power to exchange existing easements, and that there is nothing in the peculiar nature of an easement (namely, its incapacity to exist otherwise than as appurtenant to a corporeal hereditament) which prevents it from being the subject of an exchange.

In a letter published in the SOLICITORS' JOURNAL of December 14th last, "M. G. D." appears to contend that it is inaccurate to speak of an easement being sold or exchanged. This may be true from the strictly scientific point of view, but Acts of Parliament must be construed in such a way as to give effect to their provisions, and "M. G. D.'s" view would make section 7 of the Inclosure Act, 1849, inoperative so far as easements are concerned. C. S.

The Law Society.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—As one of the few members present at the meeting on Friday last, it does seem a great pity to me that the Council rushed through the appointment of a small committee to confer with one of its committees on the subject of candidates at Council elections. With all deference to the ruling of the President, there is, I think, no doubt that the motion for the appointment was out of order. It was admitted that only a few days' notice had been given to the secretary, and bye-law 18 (3) provides clearly that twenty-one clear days' notice in writing must be given of any motion to be moved at any special general meeting such as that on Friday, so that members may have notice. The personnel of the committee is important. The names were rushed upon the few members present, and although the selections may be perfectly good even the members present had no opportunity of judging or of putting forward others. Apparently the men selected are men in the main of the type of, and friends of, many on the Council. The motion would not in fact have been carried had it not been for the votes of the Council.

In the Law Society's "Gazette" for January the Council, in some very excellent remarks on Compulsory Land Registration, quote Herbert Spencer. This quotation, which is as follows, may very well, and not inaptly, be quoted as against the Council in connection with the subject of this letter: "A comparatively small body of officials coherent, having common interests and acting under central authority, has an immense advantage over an incoherent public which can be brought to act unitedly only under strong provocation. Hence an organization of officials once passing a certain stage of growth, becomes less and less resistible, as we see in the bureaucracies of the Continent."

Another important and incorporated body, the Institute of Journalists, which is growing in importance year by year, has, I believe, passed through recently and overcome the difficulties as to true representation which the Law Society now suffers from. The Council of the Institute of Journalists has been reconstituted on a representative plan, and in a speech made recently by the president of that institute, he said "they were not a close body, and he did not think they would ever become so, because they were bound to welcome at every point the newest idea, come it from whom it may." Again he said, "It was only by keeping the central body in touch with every district that they could get the best ideas. Their aim must be to get ideas from the districts to the centre, and from the centre to the districts." It is regrettable that this does not appear to be the ideal of the majority of the Law Society's Council.

REFORMER.

The Land Transfer Act.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I should like to call the attention of your readers to a most interesting and instructive article on the above subject in the January number of the *Law Quarterly Review* by Mr. Charles Sweet, the eminent conveyancer, wherein he gives the outlines of a scheme for the further simplification of conveyancing and registration of transfers.

By this scheme conveyancing work would be retained by solicitors, and at the same time registration could be effected without any of the present complication and expense.

I hope that the Law Society may be induced to consider this scheme with a view to its further development and adoption.

It is quite obvious that, whatever the result of the suggested inquiry may be, and however inadequate the present system may be proved to be, there is no likelihood of any Government abolishing the existing institution, and if, therefore, our society could see its way to support such a plan as that so admirably suggested by Mr. Sweet, it might in the result be the best way of putting an end to the present unsatisfactory condition of things. T. ROTHWELL HASLAM.

47, Moorgate-street, Feb. 3.

[We regret that the consideration of the important article referred to has been accidentally delayed, but we hope to discuss it next week. —ED. *S.J.*]

The Length of the Judicial Day.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In reference to the paragraph quoted in your last week's issue as to the long hours formerly kept, when Sir John Campbell commenced a summing-up speech at 7 p.m.; this might not, after all, have been such a remarkable circumstance in those days. Hours of business then seem to have been very different from those now, and by comparison it is but a short step further to an eight-hours day. In delivering judgment in *Grant* v. *Mackenzie* (16 L. J. Rep. Exch. 225, on the 24th of May, 1847), Pollock, C.B., said: "An attorney is bound to be at his office, by himself or by some person of competent skill, till nine o'clock in the evening, to take in notices." J. W. B.

Feb. 5.

[The change with regard to hours of legal business pointed out by our esteemed correspondent is certainly remarkable.—ED. *S.J.*]

Portraits in the Law Society's Hall.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The opinion of Sir John Gray Hill is of course entitled to the greatest deference, and his support of a proposal virtually involves its being carried.

My objection lies rather beyond the sphere of party politics: the party system is a curse to the country, and I should be glad to see it abolished. Owing to party exigencies, the advancement of Mr. Lloyd George was earned, not so much by his great administrative abilities, as by his powers of invective and his hostility to the Church of England. In my view they have done incalculable injury to the higher interests of the nation.

EDWARD H. QUICKE.

11, Milk-street-buildings, Cheapside, Feb. 5.

Points to be Noted.

Conveyancing.

Estate Tail—Persons Specially Appointed to be Protector—Power of Survivor to Consent to Disentailing Deed.—In general the owner of the first life estate under a settlement is, by virtue of section 22 of the Fines and Recoveries Act, 1833, the protector of the settlement; but section 32 enables the settlor "to appoint, by the settlement by which the lands shall be entailed, any number of persons *in esse*, not exceeding three, and not being aliens, to be protector of the settlement in lieu of the person who would have been the protector if this clause had not been inserted." It is believed that the appointment of persons as protector under the clause is rarely made, and such a course was discouraged by the decision of Shadwell, V.C., in *Barker* v. *Despencer* (11 Sim. 508), where the Vice-Chancellor (p. 527) pointed out its disadvantages, and held that such an appointment ought not to be made by the court except under special circumstances. Where, however, the appointment is made, it confers on the persons named a power of consenting to a disentailing deed, which, in the absence of a contrary direction, is capable of surviving, and such contrary direction is not to be inferred from the mere circumstance that the settlor has given power to fill up vacancies, and has indicated an intention that vacancies should always be filled. Hence, upon the death of two of the persons nominated, the survivor can effectually consent to a disentailing assurance.—RE BAYLEY-WORTHINGTON AND COHEN'S CONTRACT (C.A., Oct. 22, 1907) (1908, 1 Ch. 26; see also the decision of the House of Lords, affirming this decision, reported elsewhere).

Estate Duty—Appointed Fund.—Some day, doubtless, either the Court of Appeal or the Legislature will intervene to determine the incidence of estate duty payable in respect of funds which a testator has appointed in the exercise of a general testamentary power; but meanwhile the profession can only watch with interest the remarkable evenness with which judicial opinion in the Chancery Division is divided on the subject. The point depends upon the capacity in which an executor takes the appointed funds. If they pass to him *virtute officii*, then the estate duty is payable out of the residue of the estate, and this view is supported by the fact that the testator, by the appointment, makes the fund liable to his debts, and by the cases of *Re Moore* (1901, 1 Ch. 691) and *Re Fearnsides* (1903, 1 Ch. 250). But if the executor takes the fund as trustee, then the fund bears the estate duty, and this view is supported by *Re Treasure* (1900, 2 Ch. 648), *Re Power* (1901, 2 Ch. 659), and *Re Dodson* (1907, 1 Ch. 284). But the cases have now been balanced by an additional decision in favour of the former view: *Re Orlebar* (Neville, J., Nov. 2, 1907) (1908, 1 Ch. 136).

CASES OF THE WEEK.

House of Lords.

COHEN *v.* **BAYLEY-WORTHINGTON AND ANOTHER.**
29th and 30th Jan.

SETTLEMENT—ESTATE TAIL—DISENTAILING ASSURANCE—CONSENT OF SURVIVOR OF THREE PROTECTORS—FINES AND RECOVERIES ACT, 1833 (3 & 4 WILL. 4, c. 74), ss. 22, 32.

The office of protector, created by the Fines and Recoveries Act, 1833, is (subject to any express direction to the contrary in the instrument executing the power) an office which survives to the survivors or survivor of any persons jointly constituted protectors of the settlement.

Held, that a disentailing assurance executed with the consent of the surviving protector of a settlement was valid, although the settlor appointed three persons protectors and gave express power to appoint successors, if and when any protector died or relinquished his office.

Decision in Bell *v.* Holtby (1873, *L. R.* 15 *Eq.* 178) *followed.*

Appeal from a judgment of the Court of Appeal reversing a decision of Neville, J. (reported W. N. (1907), 205). The question was whether on the true construction of section 32 of the Fines and Recoveries Act, 1833, and of the will of the testator, Thomas Worthington, who died in 1856, a disentailing deed dated the 21st of January, 1891, was valid and effectual to bar the estate tail created by the will and vest the fee simple in remainder of certain hereditaments in Thomas Gibbon Bayley-Worthington. The testator devised by his will all his real estate to three trustees in trust in the events which happened for Gibbon Bayley-Worthington for his life, with remainder to his sons successively in tail, with remainders, and he appointed his said trustees to be protectors of the settlement created by his will, with such powers and privileges as the Act of Parliament in that behalf had annexed to the office of protector, and the testator declared that the tenant for life for the time being should be wholly excluded from the protectorship notwithstanding that by death or other contingency the protectorate should be temporarily suspended. Then followed provisions for the appointment of a new protector or protectors in the event of death or relinquishment "to the intent that the full number of three persons shall and may from time to time fill the said office." Of the three protectors two were dead, and the power to appoint new protectors had not been exercised. Thomas Gibbon Bailey-Worthington, the eldest son of Gibbon Bailey-Worthington, attained the age of twenty-one in 1890, and by a disentailing assurance, dated the 29th of January, 1891, Thomas Gibbon Bailey-Worthington, with the consent of the surviving protector, purported to bar the entail. In 1907 Mr. Louis S. Cohen, the present appellant, agreed to purchase certain freehold premises in Manchester, at the price of £110,000, from Gibbon Bayley-Worthington (who was by the contract described as tenant for life of the premises), and the respondent, J. F. Brocklehurst, who was described as the committee of the estate of Thomas Gibbon Bayley-Worthington, a lunatic so found by inquisition, the vendor being described as being absolutely entitled in fee simple to the premises, subject to the life interest of Thomas Gibbon Bayley-Worthington. Objection to the title was taken by the purchaser, and he raised the point whether, having regard to the fact that there was only one protector when the disentailing deed was executed in 1891, that deed was valid. In order to have the question decided he took out a summons under the Vendor and Purchaser Act, 1874. Neville, J., decided in favour of the purchaser. He said that the question whether the office of protector of a settlement conferred upon a group of several persons by a settlor in exercise of his power in that behalf under section 32 of the Act of 1833 continued (on the death of one or more of such persons) in the survivors or survivor of them was one which depended in each case on the construction of the instrument exercising the power. Having regard to the provisions of the will, he thought the disentailing deed was invalid. From that decision the vendors appealed. The Court of Appeal (Cozens-Hardy, M.R., and Fletcher Moulton and Farwell, L.JJ.) allowed the appeal, holding that, in the absence of a contrary intention manifested by a settlor exercising his power of nominating joint protectors of the settlement, the office continued in the survivors or survivor of the three persons appointed on the death of the other or others of them. The purchaser appealed.

Lord LOREBURN, C., in moving that the appeal should be dismissed, said the Court of Appeal had held that the question depended primarily upon the construction of the Act of 1833; and, secondly, upon the language of the will. He agreed. The decision of *Bell* v. *Holtby* (L. R. 15 Eq. 178) was an authority directly in favour of the respondents. That case was decided in 1873, and had been followed in many cases. He declined to disturb that decision, and was content to accept the judgment of the Court of Appeal as to the construction to be placed on the language of the will.

Lords MACNAGHTEN, ROBERTSON, ATKINSON, and COLLINS agreed. The appeal was accordingly dismissed, with costs.—COUNSEL, *C. E. B. Jenkins*, K.C., and *Nuttall*; *Upjohn*, K.C., *Peterson*, K.C., and *Underhill*. SOLICITORS, *Sharpe, Parker, & Co.*, for *North, Kirk, & Co.*, Liverpool; *Woodcock, Ryland, & Parker*, for *Brooks, Marshall, & Hall*, Manchester.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

THE KING *v.* **JUSTICES OF LONDON.** *Ex parte* **SOUTH METROPOLITAN GAS CO.** No. 1. 30th Jan.

JUSTICES—DISQUALIFICATION—BIAS.

A justice sat at quarter sessions for the County of London upon the hearing of an appeal against an assessment to the poor rate of the property of a gas company. The justice was a member of a borough council and the chairman of an assessment committee in the County of London, within the district of which, however, the gas company neither owned nor occupied any property.

Held, that the justice was not disqualified from sitting.

Judgment of the Divisional Court (51 *SOLICITORS' JOURNAL*, 720) *affirmed.*

Appeal from the judgment of the Divisional Court (Bray and A. T. Lawrence, JJ.) upon four appeals by the South Metropolitan Gas Co. to the Quarter Sessions for the County of London from an assessment of their property in certain districts south of the Thames. The case is reported in 51 SOLICITORS' JOURNAL, 720. A Mr. Willoughby was one of the justices who sat upon the hearing of the appeals. Willoughby was a member of the Holborn Borough Council and the chairman of the Holborn Assessment Committee, the Holborn district being north of the Thames. The South Metropolitan Gas Co. neither owned nor occupied any property within the Holborn district. The appeals were all dismissed. The South Metropolitan Gas Co. obtained a

rule *nisi* for a writ of *certiorari* to remove the order of the quarter sessions into the High Court for the purpose of quashing it, upon the ground that Willoughby was disqualified by a reasonable possibility of bias from adjudicating on the appeals. It was stated in an affidavit that the chairman of the quarter sessions said that he desired that Willoughby should sit on the hearing of the appeals. It was contended in support of the rule that as the justice in question was a member of a borough council, and represented his constituents on the council, he was accountable to them, and that as it was to their interest that the assessments in other boroughs in London should be as high as possible, because, if that were so, the ratepayers in Holborn would have to contribute less to the common rates of the metropolis, the latter rates being more than half of the total rates, there was a reasonable possibility or suspicion of bias in him. No personal or conscious bias was imputed to him. It was stated in an affidavit filed in opposition to the rule that the Holborn Assessment Committee had made reductions in the assessment of another gas company in their district. The Divisional Court discharged the rule. The South Metropolitan Gas Co. appealed.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that it was not suggested that in this case it was necessary to prove bias in fact. The question was whether there might be a reasonable suspicion in the minds of the public as to the fairness of the administration of justice, if the justice objected to were allowed to sit. That was a question of fact in each case, and a difficult question to decide, because it was one of degree. He agreed with Bray, J., that the interest or bias suggested by reason of Willoughby being a member of the Holborn Borough Council and the chairman of the Holborn Assessment Committee was too remote. With regard to the suggestion that Willoughby, as chairman of the Holborn Assessment Committee, had had to deal with questions very like the question which arose on these appeals to quarter sessions, and that, therefore, there was reasonable ground to suspect that he would probably deal with them in the same way upon these appeals, it was sufficient to say that the affidavits did not shew that the same questions had ever been raised before him when sitting as chairman of the assessment committee. His lordship, however, could well conceive that, if the justice objected to had, as chairman of the assessment committee, dealt with and expressed an opinion upon the identical questions which were subsequently raised in an appeal to quarter sessions, it would be improper for him to take part in the hearing of the appeal. His lordship conceived that that might be sufficient to raise a suspicion of bias, and that it would be undesirable for the justice to sit.

FARWELL and KENNEDY, L.JJ., concurred.—COUNSEL, *Danckwerts*, K.C., and *Walter Ryde; Avory*, K.C., and *Tyrrell Paine; Avory*, K.C., and *R. W. Harper; Sir Ralph Littler*, K.C., and *Marshall*, K.C.; *Avory*, K.C., and *Cox-Sinclair; Tyrrell Paine*. SOLICITORS, *Budd, Johnson, & Jecks; E. W. & Bruce Beal; F. Ryall; Saw & Sons; E. W. Sampson; Newton, Lewin, & Levett*.

[Reported by W. F. BARRY, Barrister-at-Law.]

GROH *v.* HESKETH. No. 1. 27th Jan.

LICENSING ACTS—OCCASIONAL LICENCE—GRANT OF LICENCE ON CONDITION THAT HOUSE IS OPEN DURING CERTAIN HOURS ONLY—JURISDICTION—LICENSING ACTS, 1872 (35 & 36 VICT. C. 94), S. 29; AND 1904 (4 ED. 7, C. 23), S. 4.

Justices have jurisdiction to grant an occasional licence under section 29 of the Licensing Act, 1872, to the holder of a licence which has been granted under section 4 of the Licensing Act, 1904, for a term upon condition that the house is only open during certain hours of each day.

Appeal from the judgment of the Divisional Court (Lord Alverstone, C.J., and Darling and Phillimore, JJ.) upon a case stated by justices (reported in 1907, 2 K. B. 232). The respondent was the holder of a six-day licence granted by the justices at the general annual licensing meeting under section 4 of the Licensing Act, 1904, for two years upon condition that the house should only be open for the sale of intoxicating liquors between the hours of noon and two in the afternoon of each day. Subsequently, during the two years, the respondent applied to justices, under section 29 of the Licensing Act, 1872, for an occasional licence for a particular day exempting him from closing the house between the hours of seven and eleven in the evening, for the purpose of an entertainment being held on the premises. The appellant opposed the application, contending that section 29 of the Act of 1872 did not apply to the licence in question, as it only applied to those premises which were subject to the provisions of that Act relating to the hours of closing, whereas the present licence, which was granted under section 4 of the Act of 1904, itself prescribed the hours of closing. The justices overruled the appellant's contention and granted the occasional licence. The Divisional Court were of opinion that the justices had power to grant the licence, and dismissed the appeal. The appellant appealed, and the respondent did not appear upon the appeal.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) dismissed the appeal, holding that the justices had jurisdiction to grant the occasional licence.—COUNSEL, *Danckwerts*, K.C., and *George Elliott*. SOLICITORS, *Maitlands, Peckham, & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

WILSON *v.* CARNLEY. No. 1. 31st Jan.

CONTRACT—BREACH OF PROMISE—PROMISE BY MARRIED MAN—VALIDITY OF PROMISE—PUBLIC POLICY.

No action will lie upon a promise of marriage made by a married man when the other party knows at the time of the promise that he is married, such a contract being void as against public policy.

Judgment of Lord Coleridge, K.C., *sitting as Commissioner* (51 SOLICITORS' JOURNAL, 721), *reversed*.

Appeal by the defendant from the judgment of Lord Coleridge, K.C., when sitting as commissioner of assize (reported in 51 SOLICITORS' JOURNAL, 721). The action was brought to recover damages for breach of promise of marriage. The plaintiff alleged that the defendant promised to marry her on the death of his wife, who was then alive. The plaintiff knew at the time of the promise that the defendant was a married man. The defendant's wife having died, the plaintiff brought this action. The jury found a verdict for the plaintiff for £100. Lord Coleridge, K.C., gave judgment for the plaintiff, holding that the contract was not void as being contrary to public policy. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that in this particular case the plaintiff knew at the time of the promise that the defendant was a married man, though he did not state that as having any bearing on the decision. The question was whether a promise by a married man during the lifetime of his wife to marry another woman, presumably after his wife's death, could be enforced. He had arrived at the same conclusion as Phillimore, J., in *Spiers* v. *Hunt* (24 Times L. R. 183), where he said that he had come to the conclusion that such a contract was against public policy and morals, and ought not to be enforced. In his (the Lord Justice's) opinion such a contract was void *ab initio*, and it did not matter at what time or after the happening of what contingencies the action was brought, because the contract was one which at no moment of time would be enforced. Such a contract was against public morality. He would again quote the language of Phillimore, J., in *Spiers* v. *Hunt*—namely, that it came within the language of Sir George Jessel in *Printing, &c., Co.* v. *Sampson* (L. R. 19 Eq., at p. 465) as a contract which would induce one of the parties to do something against the general rules of morality. Though the doctrine of the non-enforcement of contracts as being against public policy had been carried too far in former times, no case had yet suggested that the courts would enforce a contract which had a tendency to induce one of the parties to do something against the general rules of morality. This was a contract which had a tendency to make the man do something which was in contravention of the obligations which he owed to his wife. It was obviously a contract which a husband could not enter into during the life of his wife without being disloyal to her. He could not help feeling during the argument that at the time when the contract was made the plaintiff and the defendant both thought that the wife was going to die soon, and he could not help feeling that such a contract might make the wish the father to the thought. But however that might be, it was a contract which tended to make the husband disregard the rules of married life, and was therefore against public policy and would not be enforced. He would read a passage from the judgment of Lawrence, C.J., in the American case of *Paddock* v. *Robinson* (14 American Reports 112), where he said: "Only in the most corrupt condition of society could such agreements be tolerated or lawful. They are in themselves a violation of marital duty, and the persons who make them are morally unfaithful to the marriage tie. A contract so deeply at war with the best interests of social life, and which can neither be proposed on the one side nor listened to on the other without a consciousness of moral wrong—a contract, too, incapable of performance except upon a contingency so remote as not to be expected, and which it is a sin to anticipate for such a purpose—such a contract should certainly not be recognized as valid in a court of justice." With regard to the cases of *Wild* v. *Harris* (7 C. B. 999) and *Millward* v. *Littlewood* (5 Ex. 775), the facts prevented them from being any direct authority in the present case, and, when looked at carefully, the decision in *Millward* v. *Littlewood* might be supported on the ground of estoppel, and one could well conceive that, where the woman did not know that the man had a wife living, though the contract could not be enforced, yet the man might be estopped from setting up that he was, at the time of the contract, a married man. He (the Lord Justice) did not say whether that was so or not. Then as regards the suggestion that an action might be brought upon an implied warranty that the man was able to marry, that was, that he was not a married man, perhaps, that form of action might be maintained and the same damages recovered as in an action on the contract. All he would say was that he had not got to decide those questions, and that the peculiar character of the contract to marry might make it difficult to support such an estoppel or warranty, which in the case of such a contract were very similar. *Wild* v. *Harris* and *Millward* v. *Littlewood* did not conflict with the judgment he was now delivering; and if they did, they were not binding upon him, and he was entitled to disregard them. In his opinion the appeal must be allowed.

FARWELL, L.J., agreed that the appeal must be allowed. The cases of *Wild* v. *Harris* and *Millward* v. *Littlewood* had decided the question where the woman was at the time of the contract ignorant that the man was a married man. He said nothing as to those cases except that his judgment did not impeach them. The present action was brought by a woman who knew at the time of the contract that the man was a married man.

KENNEDY, L.J., concurred. He agreed that the cases of *Wild* v. *Harris* and *Millward* v. *Littlewood* did not govern the present case; but, even if they did, he agreed with the judgment of Vaughan Williams, L.J., rather than with the judgments in those cases. This contract was abhorrent to the principles of morality. Such an unhallowed bargain, which was a temptation to a husband to break his marriage obligations, could not be enforced.—COUNSEL, *H. A. McCardie; Hugo Young*, K.C., and *T. Hollis Walker*. SOLICITORS, *Collyer-Bristow & Co.*, for *T. N. Loy*, Alford; *Richard Brooks*.

[Reported by W. F. BARRY, Barrister-at-Law.]

GENERAL BILLPOSTING CO. (LIM.) *v.* ATKINSON. No. 2. 1st Feb.

MASTER AND SERVANT—CONTRACT OF EMPLOYMENT—WRONGFUL DISMISSAL OF SERVANT—COVENANT NOT TO CARRY ON BUSINESS.

Total repudiation of a contract of service by the employers, by the wrongful dismissal of the servant, emancipates the servant from all restraints of the contract, as if it had determined, so that he is not liable for damages for breach of a covenant therein contained not to engage in any similar business to that carried on by the employers.

This was an appeal by the defendant from a judgment of Neville, J., which raised a question of some interest as to whether a covenant in a contract of service not to carry on a particular business could be enforced by a party who had terminated the service by a wrongful dismissal. The plaintiffs, the General Billposting Co., were the assignees of a company known as the Newcastle and District Billposting and Advertising Co. (Limited), who had been added as plaintiffs in the action by amendment. The last-named company carried on the business of billposters and advertising contractors at Newcastle-on-Tyne. They had entered into an agreement with the defendant, dated the 28th of February, 1901, by which it was provided (clause 1) that the defendant should be manager and secretary of the company; (clause 2) that he should hold office subject to termination at twelve months' notice in writing given by either party to the other; (clause 9) that the defendant should not whilst in the engagement or within two years after his engagement with the company terminated commence the same or a similar business or accept a situation as manager or assistant to any person or company in a similar business to the company within a radius of fifty miles from the registered office of the company unless he received written permission from the company to do so. The defendant continued in his employment till the 28th of March, 1906, when he was dismissed without notice. The defendant on the 14th of May, 1906, commenced an action for wrongful dismissal, and on the 10th of July, 1906, he obtained a verdict in his action for £350. The defendant commenced business in Newcastle in October, 1906, as an advertising agent. The business of the plaintiffs, the Newcastle and District Billposting and Advertising Co. (Limited) was assigned to the plaintiffs, the General Co., on the 31st of October, 1906. The defendant in June, 1907, sold his business to Thomas Atkinson (Limited), which company carried on the business in Newcastle under the defendant's management. Neither of the plaintiff companies ever consented to the defendant carrying on this business, and in September, 1907, they commenced the present action. When the action came on for trial, Neville, J., was of opinion that there had been a breach of the covenant, and he awarded the plaintiffs £250 damages. The defendant appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., said that the plaintiffs were bound by estoppel to admit that they wrongfully discharged the defendant. They entirely refused to perform any part of the obligations resting on them by virtue of the contract. It was said that they were entitled to claim damages because the defendant had committed a breach of clause 9. The learned judge in the court below held that, although the plaintiffs had absolutely declined to perform their part of the contract, and to employ the defendant any further, they were entitled to damages for breach of clause 9. With great respect to the learned judge, his lordship was entirely unable to accept that view. It was impossible for him to put the case more shortly, or in any better language, than it was put by Lord Bowen in the *Boston and Deep Sea Fishing Co.* v. *Ansell* (39 Ch. D. 365), where he said: "Some confusion always arises, as it seems to me, from treating these cases between master and servant as instances of a rescission of the original contract. It is not a rescission of the contract in the sense in which the term ordinarily is used, viz., that you relegate the parties to the original position they were in before the contract was made. That cannot be, because half the contract has been performed. It really is only a rescission in this sense, that an act occurs which determines the relation of master and servant for the future, and you may regard that determination in two ways—it is either a determination in conformity with the rights of the master which arise under the contract itself, there being, as I have said, in every contract of service an implied condition that if faithful service is not rendered the master may elect to determine the contract, and the determination takes place on that implied condition; or you may regard it under the more general law, which is not applicable to contracts of service alone—you may treat it as the wrongful repudiation of the contract by one party, being accepted by the other, and operating as a determination of the contract from that time—that is, from the time the party who is sinned against elects to treat the wrongful act of the other as a breach of the contract, which election on his part emancipates the injured party from continuing it further." It was impossible to imagine a more complete illustration of that proposition than the case now before the court. Putting the case shortly, the contract on the part of the master was to employ the defendant until twelve months' notice was given on either side; the contract on the part of the servant was to serve the employers faithfully and obey their orders, and when the contract was at an end to observe the conditions of clause 9. But when there was a total repudiation by the employers, surely that was complete determination of the contract, and thenceforward the servant was free from every part of the contract. On principle, therefore, this was a case in which it was impossible to get any relief, because the contract had been completely repudiated. Then it was said that there was authority contrary to this view, and reference was made to *Procter* v. *Sargent* (2 M. & G. 20), but when that case was looked at it was clear it was not an authority on the point, because the declaration which was before the court there alleged that the plaintiffs had always performed and fulfilled the agreement. That was a case of demurrer, and for that purpose the allegation must be taken to be true that there was no breach on behalf of the plaintiffs. Tindal, C.J., said: "The breach alleges that the defendant within twenty-four calendar months 'after his quitting and being discharged,' 'did commence,' &c. I should rather say from those words that the contract was regularly determined. But if it was otherwise, and the defendant was discharged without a month's notice, he should have brought a cross-action, and not have relied upon that as a defence to the present suit." That, of course, even giving it the full effect which they were asked to do by the respondents, was a mere *dictum* not in any way necessary to the decision of the case, and not supported by the other members of the court. In his lordship's opinion the other learned judges, so far as they expressed any opinion on the point, were distinctly the other way. It seemed to him that there was no authority to support the claim of the plaintiffs in this matter, and there was no principle upon which it could be justified, and therefore the appeal must be allowed.

FLETCHER MOULTON and BUCKLEY, L.JJ., also delivered judgments allowing the appeal.—COUNSEL, *Manisty*, K.C., *Peterson*, K.C., and *Dighton Pollock*; *Bramwell Davis*, K.C., and *Hildyard*. SOLICITORS, *Rawle, Johnstone, & Co.*, for *Cooper & Goodger*, Newcastle; *Robinson & Bradley*, for *Lumb, Shortt, & Fenwicke*, Newcastle.

[Reported by J. I. STIRLING, Barrister-at-Law.]

SLADE *v.* CHAINE. No. 2. 30th Jan.

TRUSTEE—BREACH OF TRUST—UNAUTHORIZED INVESTMENT—CAPITAL WITH PENAL INTEREST MADE GOOD TO TRUST ESTATE—EXCESS OF INTEREST—ACCRETION TO CAPITAL—TENANT FOR LIFE AND REMAINDERMEN.

Where a trustee has made good to the trust estate the whole of the capital employed by him in an unauthorized investment, together with interest thereon at the rate of 5 per cent., the remaindermen are not entitled to have the excess of interest over what an authorized investment would have produced treated as an accretion to capital.

Stroud *v.* Gwyer (28 *B.* 130) *approved.*

This was an appeal by the plaintiff from a decision of Kekewich, J. The above action was commenced by the plaintiff, who was entitled in remainder under a marriage settlement dated the 28th of January, 1856, and her husband against Colonel and Mrs. Chaine and others for a declaration that Colonel Chaine ought to account for moneys received by him as trustee of the settlement. On the 12th of June, 1905, judgment was delivered in the action, whereby an inquiry was directed as to profit made by Colonel Chaine by reason of his dealing with the trust funds. By the settlement in question £10,000 Three per Cent. Consols, to which the husband, F. Sayer, was then entitled in reversion expectant on the death of the survivor of his father or mother, were settled upon trust for the husband for life, and after his decease for his wife (now Mrs. Chaine) for her life, and after the decease of the survivor of them for the children of the marriage, as therein set out. There was issue of the marriage nine children, of whom the plaintiff Mrs. Slade was one. Mr. Sayer died in 1868, and in 1872 his widow married Colonel Chaine. On the 18th of May, 1872, the survivor of the parents of F. Sayer having then died, £9,878 9s. 11d. Three per Cent. Consols, being the £10,000 Consols settled by the marriage settlement, less duties, &c., were transferred to Colonel Chaine, who was at that date the sole trustee of the settlement. On the 21st of June, 1882, Colonel Chaine sold the Consols at par, and on the 30th of June, 1882, in breach of trust, he paid £8,000, part thereof, to Messrs. Coutts' bank in discharge of two loans of £5,000 and £3,000 which had been made by the bank to him, and which bore interest at the rate of 5 per cent. On the 21st of July, 1902, Colonel Chaine replaced the £8,000; he expended £9,878 9s. 11d. in the purchase of authorized trust securities, and in August, 1902, having retired from the trust, and new trustees having been appointed, he transferred these securities into the names of the new trustees. The only profit that had been made by Colonel Chaine in the meantime was the 5 per cent., and it was allowed by the tenant for life, Mrs. Chaine, that the 5 per cent. might be taken to have been received by her. In these circumstances the plaintiffs took out a summons in the action to have it determined whether Colonel Chaine was chargeable with interest in respect of the £8,000, and asking what, if any, part of the 5 per cent. interest was attributable to or formed part of the capital trust funds. Kekewich, J., held that, Colonel Chaine having restored the £8,000, and Mrs. Chaine making no claim to the interest, no part of the interest was attributable to or formed part of the capital trust funds; and, accordingly, that the plaintiffs were not entitled to have the same, or any part thereof, restored to the trust or accounted for. The plaintiffs appealed.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and BUCKLEY, L.JJ.) dismissed the appeal.

COZENS-HARDY, M.R.—This appeal raises a point of law which I thought was well settled half a century ago. The question is whether in a settlement created by a deed, and not by a will, and one, therefore, to which the rule in *Howe* v. *Lord Dartmouth* (7 Ves. 137) has no application, when the trustee of the settlement makes an unauthorized investment, but subsequently makes good to the trust estate the entire fund, the capital with interest at the penal rate of 5 per cent., the remaindermen can make any claim to the excess of the interest so paid the trustee over the 3 or 4 per cent., whatever it may be, that the money would have earned in an authorized investment. On principle should any such claim be allowed? *Ex concessis* there has been no loss to the capital of the trust estate, and *ex concessis* there has been no profit made by the trustee from the breach of trust, he having paid back both principal and interest to the trust estate; in these circumstances I fail to see any principle on which any part of the interest paid by the trustee is to be held to be an accretion to the capital of the trust estate. It is not a case in which the beneficiaries either elect to take the investment with all its risks or repudiate it entirely.

They want to do something betwixt and between, and that is something which the law will not allow. But, further, this case is covered by an authority, which, though not binding on this court, impresses me so favourably that I should hesitate long before departing from it. The case is *Stroud* v. *Gwyer* (28 B. 130), and at p. 140 Lord Romilly, M.R., says: "In all the cases, however, in which this question arose, the property remained in the investment in which the testator had left it, and I am not aware of any case in which it has been held that where the executors have allowed the tenant for life to invest money in a decaying security, or upon a security which produced a greater amount of interest than that which was produced by the fund at the date of the testator's death, this court has ever made the tenant for life account for the profits made by the employment of the money in business, or has ever made the executors or trustees liable for that amount." And on p. 141, after referring to *Dimes* v. *Scott* (4 Russ. 195), he says: "But when trustees or executors commit a breach of trust by lending it on some unauthorized security, then I am of opinion they have discharged their liability in favour of the *cestuis que trust* who are entitled to the capital in remainder, when they have made good the capital and any increase which that capital has received." That, of course, is exactly and precisely the present case, and I am bound to say that no argument has been adduced which has shaken me in the conclusion that that decision was perfectly right. That case was followed by Byrne, J., in *Re Appleby* (51 W. R. 153), and the whole of this branch of the law was considered by Kekewich, J., in the judgment now under appeal. I think it would be waste of time if I were to do more than say that I entirely agree with the judgment of Kekewich, J., and the reasons given for it. What I have said must not be taken as in any way qualifying or altering that judgment. The result is that the appeal fails, and must be dismissed with costs.

FLETCHER MOULTON, L.J., agreed.

BUCKLEY, L.J., also delivered judgment dismissing the appeal.—COUNSEL, *Stewart Smith*, K.C., and *Ribton*; *P. O. Lawrence*, K.C., and *Vaughan Hawkins*. SOLICITORS, *Field, Roscoe, & Co.*, for *Senior & Furbank*, Richmond, Surrey; *Farrer & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

WEDGE *v.* **PANTER.** Warrington, J. 31st Jan.

PRACTICE—CONSENT ORDER—FACTS NOT KNOWN TO COUNSEL BUT KNOWN TO CLIENT—WITHDRAWAL OF CONSENT.

On a motion for a receiver of the assets of a business, an order by which moneys standing to the account of A. at a certain bank should be handed to the receiver was agreed to by counsel for the defendants. There was also at the bank in the name of A. a deposit account which did not form part of the assets of the business. The defendants afterwards withdrew their consent, on the ground that counsel was not aware of this deposit account at the hearing of the motion.

Held, that this was an "arbitrary" withdrawal of consent which the court would not allow.

Motion. A testator, by his will, bequeathed certain assets included in his business to his sons, J. Wedge and C. N. Wedge, and since his death C. N. Wedge carried on the business as his own, his brother taking little or no part in it. C. N. Wedge died in 1907 and appointed the defendants executors of his will, by which he disposed of the business as his own. J. Wedge, however, claimed to be a partner of the business, and on the 2nd of December issued a writ claiming partnership accounts and an injunction to restrain the defendants from excluding him from the business. On the 13th of December a motion was made for a receiver and manager of the business, and an injunction, and at that date there were, in the name of C. N. Wedge, two accounts at a bank—(*a*) a deposit account, and (*b*) a current account, part of which represented certain policy moneys. On the hearing of the motion an order was agreed to which contained the following words: "that all moneys standing to the account of C. N. Wedge at the —— Bank, excepting moneys representing the policy moneys, to be handed to the receiver." Counsel for the defendants was not informed by their solicitors of this deposit account, which did not form part of the assets of the business. On the matter coming before the registrar the defendants' solicitors refused to consent to the order unless the deposit account was expressly excluded from the moneys to be handed to the receiver. This the plaintiff declined to do, and thereupon the defendants' solicitors withdrew their consent. The plaintiff now moved that the consent order be settled, passed, and entered.

WARRINGTON, J.—This is an application by the plaintiffs in the action that a certain consent order may be settled, passed, and entered, and raises the question whether a consent given by counsel may afterwards be withdrawn on the sole ground that he was not cognizant of all the facts which were in the knowledge of the solicitors and the clients. [His lordship then stated the facts, and said:] Now the authority on this question usually referred to is the case of *Harvey* v. *Croydon Union Rural Sanitary Authority* (26 Ch. D. 249). The statement of Cotton, L.J., which was intended to lay down a rule upon this point, occurs in his judgment on p. 255. He says: "There being, however, no authority which is binding on us to the contrary, we must decide according to what we think the right course, and it must be understood henceforth to be the rule that a consent given by the authority of the client cannot be arbitrarily withdrawn." Now, is the withdrawal of consent on the part of the defendants an arbitrary withdrawal in the terms of Cotton, L.J.? I think that it is. I think that the consent was withdrawn without any proper ground. To say that facts which were known to the clients and their solicitors were not known to counsel should be a sufficient ground to entitle a party who had given his consent to an order to withdraw such consent would be, in my opinion, a most dangerous practice, and one which would be an innovation in the practice of the court. I must here direct the order to be drawn up in the terms of the consent which was previously given, and the costs must be the plaintiffs' costs in any event.—COUNSEL, *George Cave*, K.C., and *Ashton Cross*; *J. F. Waggett*. SOLICITORS, *Ray & Flower-Ellis*; *W. C. Greenop & Co.*

[Reported by LEONARD T. FORD, Barrister-at-Law.]

High Court—King's Bench Division.

BIRKETT *v.* **BIRKETT.** Div. Court. 30th Jan.

HUSBAND AND WIFE—HUSBAND ABSENT EARNING LIVELIHOOD—MONEY SENT HOME FOR HOUSEHOLD EXPENSES—SAVINGS BY WIFE OUT OF—OWNERSHIP OF.

The savings of a married woman from moneys sent her by her husband for household expenses, and invested in her own name, belong to her husband.

Appeal from the county court. The plaintiff was an engine-driver, and the defendant was his wife. On the 2nd of October, 1903, the husband left this country for South Africa in search for employment, and having found it at Kimberley, remitted to his wife every fortnight from the 3rd of November, 1903, to the 28th of March, 1907, sums of money which amounted on an average to £2 15s. a week. In the course of this period he also sent her two birthday presents of £5. When the husband left England the wife had two children with her, but one died during his absence. The wife saved a considerable portion of this money. The husband returned to England on the 4th of May, 1907, and rejoined his wife. Subsequently, owing to marital differences, they parted, and the husband made an application under section 17 of the Married Women's Property Act, 1882, for a declaration as to the ownership of £135 odd, savings of his wife out of the moneys remitted to her, which she had invested in her own name in the Post Office Savings Bank. There was a conflict of evidence as to the remittances. The husband stated in his evidence that before he left England he told his wife he would send her as much as he could for her to live on, and that she was to put away the balance in his name. The wife stated in her evidence that before the plaintiff went to South Africa he used to give her all his earnings, and he received back whatever he wanted whenever he asked for it. She stated that no arrangement was made as to the remittances, and there was no stipulation as to the user of the money. In cross-examination she said that her rent was 5s. a week, and that she could "live nicely" on 30s. a week. The county court judge dismissed the application of the husband, and subsequently made the following note of his decision: "The simple question I was asked to decide was, Was this a gift to the wife? I found that no condition was ever attached to the remittances, and no arrangement ever made as to saving the money or keeping it for the plaintiff. In other words, I believed the wife, the defendant, and not the plaintiff." The husband appealed. On behalf of the husband it was contended, on the authority of *Barrack* v. *M'Culloch* (1856, 3 K. & J. 110) and of *Messenger* v. *Clarke* (1850, 5 W. R. 38; 5 Exch. 388), that these savings belonged to the husband. If there was a finding that the remittances were a gift, there was no evidence to support the finding. *Brooke* v. *Brooke* (1858, 25 Beav. 342) was distinguishable, as in that case the husband and wife had separated. On behalf of the wife it was contended, on the authority of *Brooke* v. *Brooke*, that these savings were the separate estate of the wife, as husband and wife were living apart. In any case the wife was entitled to an account as to what was due to her for proper maintenance.

PHILLIMORE, J.—On the admitted facts, or on the facts as stated by the wife, that this sum of £135 odd consisted of her savings out of money sent her by her husband from South Africa, and that no arrangement was made with her husband as to the remittances, I think the county court judge misdirected himself. In such a case the law is well settled that, save in some exceptional cases, the money is the husband's. The case of *Brooke* v. *Brooke* (*supra*) is an illustration of such an exceptional case. It is a decision that where there has been a discontinuity of married life for so long a period as thirty-four years—where the wife, "without any ostensible cause and entirely of her own accord, ceased to reside with and left the plaintiff" (her husband), who returned to India—in such a case the sums that were sent to the wife by the husband after a long period of separation were sums sent in such a way as to become part of her separate estate. It is clear that that case was also decided upon other grounds. But that case is not this case. Here there was no intention that the husband and wife should live continuously apart. They came together again, and but for certain unfortunate events they would have remained together. The husband was away from his wife for temporary purposes only as the breadwinner of the family. Under such circumstances it is quite plain that the money sent to the wife for her maintenance is just as much to be used for that purpose, and any savings from it kept, as if the husband had only been away for a week. Under the circumstances, and on the evidence, we shall not send the case down for an account to be taken. The appeal must be allowed.

WALTON, J.—It was decided in *Barrack* v. *M'Culloch* (*supra*) that money received by a married woman out of the proceeds of her husband's business, or saved by her out of money given to her by him for household purposes, dress, and the like, and invested by her in her own name, belongs to her husband. In other words, that that is the true inference from the facts there stated. I think, therefore, that the county court

judge misdirected himself.—COUNSEL, *Barrington Ward; T. T. Mansfield.* SOLICITORS, *W. H. Chapman*, Whitehaven; *Helder, Roberts, & Co.*, for *E. Alter*, Whitehaven.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The Law Society.

SPECIAL GENERAL MEETING.

A special general meeting of the Law Society was held on Friday, the 31st ult., in the Hall of the Society, Chancery Lane, the Vice-President (Mr. J. S. Beale) taking the chair. There were also present: Mr. Charles Mylne Barker, Mr. Thomas William Bischoff, Mr. Ebenezer John Bristow, Mr. John Wreford Budd, Mr. Robert Ellett (Cirencester), Mr. Samuel Garrett, Mr. William Edward Gillett, Mr. William Godden, Mr. Henry Edward Gribble, Sir John Edward Gray Hill (Liverpool), Mr. John Waller Hills, M.P., Sir John Hollams, Mr. Henry James Johnson, Mr. William George King, Mr. Henry Manisty, Mr. Frederic Parker Morrell (Oxford), Mr. Richard Pennington, Mr. Thomas Rawle, Sir Albert Kaye Rollit, B.A., LL.D., D.C.L., Mr. William Arthur Sharpe, Mr. Walter Trower, Mr. Edward Francis Turner, Mr. William Melmoth Walters, Mr. William Howard Winterbotham, and Mr. Philip Witham, members of the Council; Mr. Alfred Howard Burgess (Leicester), Mr. Charles Elton Longmore (Hertford), and Mr. Charles Henry Morton (Liverpool), extraordinary members; and Mr. S. P. Bucknill (assistant secretary), and Mr. Ralph Cook (clerk to the committees). There was but a moderate attendance of members of the society.

PRIZES AND CERTIFICATES.

The VICE-PRESIDENT, at the commencement of the proceedings, said he was sure the meeting would be sorry to hear that the President was still too indisposed to be present. He had received a letter from him on the previous day to the effect that he expected to be released within a fortnight. He was sure that all present would join with him in wishing him a complete recovery and restoration to health and vigour. He then proceeded to present the special prizes awarded to successful candidates for the year 1907, and also the prizes for the June and November Final Examinations, 1907, as follows: Mr. J. H. Gold, Scott Scholarship, Special Prize, Clement's-inn Prize, and Daniel Reardon Prize. Mr. F. T. V. Isherwood, Special Prize, Broderip Gold Medal. Mr. H. W. Port, Mellersh Prize. Mr. P. J. Bretherton, J. M. Clabon Prize, Special, John Mackrell Prize and Certificate. Prizes, June, 1907, Mr. A. D. Dallow, New-inn Prize. Mr. F. Akenhead, Mr. A. A. Collinson, Mr. A. E. Churcher, Mr. H. L. Smedley, Mr. E. D. K. Busby, Mr. C. J. G. Higham, Mr. E. W. Tunbridge, Mr. J. Smith, Mr. F. J. Clarke, and Mr. G. J. Armstrong, Law Society Prizes. November, 1907: Mr. L. N. Watts, Clement's-inn, and Daniel Reardon Prizes and Certificate; Mr. H. Fisher, Clifford's-inn Prize and Certificate; Mr. G. S. Beirnstein, New-inn Prize and Certificate. Certificates, Second Class, November, 1907: Mr. R. C. H. Carter, Mr. W. B. Forsham, Mr. B. H. Ellis, and Mr. A. E. Jackson. Certificates, Third Class, November, 1907: Mr. J. F. H. Carter, Mr. H. G. Henley, Mr. E. M. Hollins, Mr. H. F. Jacob, Mr. H. M. Myers, Mr. R. N. Warren, and Mr. S. Watkins.

LAND TRANSFER ACT.

The VICE-PRESIDENT said there were one or two matters of interest to which he thought he might usefully refer. The first of these was land transfer. It was now more than ten years since Parliament inaugurated that great experiment which was to convince the landowners throughout the country, by means of an object-lesson of compulsory registration of title over a small area, that they were wrong and acting unwisely and contrary to their interests in not availing themselves of the voluntary system which had been so long in operation. They in London had had ample opportunity since that enactment was brought into ure of judging what the effect of compulsory registration was, and how far it had answered the expectations of its authors, and he thought there could only be one opinion. Their unanimous verdict must be that it had proved a dismal failure, that it had not led to simplicity, but, on the contrary, that it had made for complication. It had not, as a rule, brought about reduced expenses, but rather it had increased them. But the best, and to his mind conclusive, evidence of the failure was the fact that throughout the country the voluntary registration of title was as much left alone as ever. Landowners were still as unwilling as ever to avail themselves of the system. The question naturally arose, What was the cause of the failure? Was it, as the authors of the system said, due to the selfish perversity of solicitors? That could hardly be maintained in view of the fact that they had had to obey compulsion. Or was it due, as solicitors said, to the inappropriateness of the official system of registration of the many varied and manifold requirements of the transactions in dealing with English land? Was it not the case also that as time went on the new difficulties and complications introduced by the system were demonstrated and accentuated rather than found to be capable of being dealt with in that way? If what he said was reasonably correct; if there was a reasonable conflict of opinion as to what was the cause of the failure of the system, surely the first thing before any further harm was done was that the cause of failure should be fully and completely and impartially investigated. The landowners of the country formed no inconsiderable section of the public—he would not say the landowners in London, because they were the people who were affected by the compulsory system—but the country landowners formed no inconsiderable section of the public, and in their interest it was right that a full inquiry should be made, and really he did not think that it could much longer be delayed. A deputation from the Council had had an opportunity of waiting upon the General Purposes Committee of the London County Council early in December last, and on that occasion, in order not to present the case merely from the solicitors' point of view, the Council asked Mr. Benjamin L. Cherry, the well-known conveyancer, to be their spokesman, and he laid before the committee of the London County Council the practical and theoretical objections to the Act, and the difficulty of working it, not from the solicitors' but from the conveyancers' and landowners' standpoint. And he thought it was very satisfactory to read in the report of the meeting of the London County Council on the previous Tuesday, that they had adopted a report from the General Purposes Committee in favour of a complete inquiry. He hoped this would be a long step towards obtaining it. Since the society had last met there had been a partial inquiry, because a Commission had been appointed, on which Mr. Brickdale, the learned registrar of the Land Transfer Office, sat, to consider the expediency of extending the Act to Scotland. That Commission had taken evidence in London, and evidence was given by Mr. Rubinstein as representing the solicitors of London, Mr. Barker as representing the Council, Mr. Cherry and Mr. Cyprian Williams as representing the conveyancers and theoretical and scientific standpoint. All these gentlemen had given very valuable evidence, which so far as the Council could learn had not been affected by cross-examination, and he was sure the whole of the profession were indebted to them for the trouble they had taken and the good service they had rendered. The Commission had not yet reported, and therefore he could only state the fact that the evidence had been given. They did not know what other evidence the committee had received. In the meantime there had been what he must call the usual flow of abuse and misrepresentation as to the position of solicitors towards conveyancing, and prominent among their detractors was the Right Hon. Hugh Arnold Forster, M.P.—a gentleman who had occupied a high position in the late Government. As a barrister, he might have been expected to know something of what he was writing about to the newspapers. He had written a letter which appeared in the *Standard* of the 30th of December, and which read as follows: "We find that the sale and transfer of land is a process so complicated and costly that the purchase of an acre is a perilous adventure from which no man can be sure of emerging with safety and profit except the lawyers." And then further on: "Land transfer should be made simple and cheap. There is only one reason why it should not be both. That reason is to be found in the existence of the lawyers who live, and intend to live as long as the nation permits them, upon the profits to be made out of our wretched and antiquated system of registration and conveyance." That was pretty strong, and it appeared at a time when the Council was in vacation, but a London member of the society, Mr. W. C. Cooke, had taken Mr. Arnold Forster to task in a letter which was exceedingly moderate and sensible and well written, and he had sent a copy of his letter and of Mr. Arnold Forster's reply to the Council for their information. Mr. Arnold Forster stated in his reply: "You are quite right in supposing that I have no desire of making any attack upon the character of the distinguished profession to which you belong." That disclaimer they, of course, accepted with some feeling of surprise at the choice of language so singularly adapted to hide his meaning. It only remained for him (the Vice-President) to assure Mr. Arnold Forster and any of his readers who might be interested, that for more than twenty-five years the Solicitors' Remuneration Order had been in operation, and whether a man purchased an acre of country land for £50 or an acre of land in town covered with buildings for £100,000, equally the charge the solicitor could make for the transfer was on a low *ad valorem* scale, and need present no terrors to any investor. This case did not stand alone, but he would not weary them with reciting others. They came impartially from politicians on both sides, and they were equally unfounded.

PUBLIC TRUSTEE.

There was one other matter, the coming into operation of the Public Trustee Act of 1906. This fact had been very prominently brought before them by the widespread advertisements of the active and able gentleman who holds the office of Public Trustee. In fact, these advertisements were sent everywhere, and one of the country law societies had called the attention of the Council to the matter, questioning the taste and propriety of the advertisements. But it was obviously a case in which the Public Trustee must conduct his own business in his own way, and he (the Vice-President) had only mentioned the incident because he thought it was a matter of congratulation to find that the feeling and instinct of the profession was as strongly as ever opposed to self-advertisement.

ELECTION OF COUNCIL.

The following notice stood on the paper of business: "In accordance with the resolution passed (on poll) at the last annual general meeting, it will be competent to this special general meeting to appoint a committee of not more than six members of the society practising in the metropolis, not being members of the Council, to confer with a committee of the Council as to the nomination of suitable persons to fill metropolitan vacancies at the next Council election."

The VICE-PRESIDENT said that the first business on the paper was to

give effect to the resolution passed at the general meeting in July, which provided for a consultative committee to aid in the selection of candidates for the Council. That resolution was not adopted unanimously, but by so large a majority that it fully justified the giving of a fair trial to the system to see whether it could be made to work, and he hoped he might appeal to all those who had not supported the resolution when it was adopted to give it a fair trial to see whether it worked well or not. The Council wanted to have it made clear that they did not seek to have a dominant voice in the selection of their future colleagues. He did not know whether it had been formally expressed, but he knew that the understanding arrived at in July was that if such a committee should be appointed, the members of the Council should not exceed certainly the number of gentlemen appointed from among the members. The aspiration of the Council was to have added to their number the best men that could be found throughout the profession in London, who were willing to give time and attention to the interests of the society and the profession. How very wide and multifarious the duties of the Council were he doubted if anybody who had not been through the mill knew. He remembered Sir Henry Fowler, when he was President, saying something to the same effect. Sir Henry Fowler, of course, could not be expected to attend to details owing to his position, but he was very much surprised to find the amount of detailed work which had to be done by the committees. There were a great number of committees, and of course the principal share of the work must fall upon the London members of the Council, not that the Council did not get very able assistance from their country friends, especially from those who lived within reach of town, and it was a fact that if the committee list was closely and critically examined, it would be found that a country member headed the list, namely, Mr. Ellett, with eighty-six attendances for the year. But the principal share of the work must be done by the London members, and therefore that emphasised the importance of selecting the best men that could possibly be got to serve on the Council from among London members. It was this friendly co-operation which was at the basis of this proposed resolution, and he was sure it would prove a boon alike to the Council and the profession.

Mr. J. J. D. Botterell (London) said that when he saw the resolution, of which the Vice-President had spoken, he had thought it very important that the six members should be representative members whose names would carry weight, and that they should be fully independent of the Council. He had made enquiry of gentlemen of influence in the City and elsewhere who would be prepared to accept the position of members of the committee. It seemed to him desirable that three of them, at any rate, should be appointed from amongst those who practised, as he did himself, east of Temple Bar, and that the other representative gentlemen should be selected from those who practised west of Temple Bar. He had given notice, therefore, of the resolutions he proposed to move two days before the day of meeting to the secretary. The resolutions were as follows:—"That the following gentlemen, being members of the society practising in the metropolis, be and they are hereby appointed to confer with a committee of the Council to nominate suitable persons to fill metropolitan vacancies at the next Council election: Mr. Herbert Gibson, of Messrs. Deacon & Co., 9, Great St. Helens, E.C.; Mr. R. C. Nesbitt, of Messrs. Wadeson, Malleson & Co., 7, Devonshire-square, Bishopsgate-street, E.C.; Mr. W. B. Pritchard, of Messrs. Pritchard & Sons, 9, Gracechurch-street, E.C.; Mr. J. A. Burrell, of Messrs. Farrer & Co., 66, Lincoln's-inn Fields, W.C.; Mr. Chas. Goddard, of Messrs. Peacock & Goddard, 3, South-square, Gray's-inn; and Mr. H. F. Ackland Hood, of Messrs. Radcliffe, Cator & Hood, 20, Craven-street, Charing Cross, W.C." He ventured to say that these names were fully representative, and that if these gentlemen were appointed they would be a great source of strength to the Council in arriving at the nomination of the gentlemen which it was proposed to submit to the annual meeting for election.

Mr. Harvey Clifton (London) rose to a point of order. He submitted that it was not possible to move the resolution to-day, and if it were possible he would respectfully suggest that it was not expedient. Certain notices of motion had been given, and there was no notification of any distinct motion with regard to appointing a committee at that meeting. It was most unfair to the general body, especially in so small a meeting, that the names of the gentlemen who were to be on the committee should be in a sense sprung upon the meeting. The names might be very excellent, probably they were, but the great majority of the members had no opportunity of saying that these were the gentlemen they would prefer to have on the committee. He submitted that it was absolutely out of order that there should be any voting at this meeting.

The Vice-President said he could not allow the objection. The resolution passed at the meeting last July left the appointment of the committee to the present meeting at large, and there was nothing in the charter and bye-laws to provide that express notice should be given on the notice convening the meeting that the subject would be considered at this meeting. It would not be right or fair to rule that the meeting should not have now, as it always had had in the past, full power to select its own candidates for the committee, whether the appointment of the committee was named on the notice paper or not.

Mr. F. W. Emery (London) seconded the motion. He said he believed the gentlemen named would be of great service for the purpose of nominating candidates. He would like to add one sentence in response to what the Vice-President had said. Originally he was not a supporter of this scheme, which emanated from the Council, and which was adopted by a large number of the members. But it had been carried by a very considerable majority and by a large number of votes of the members on the ballot, and it seemed to him to be the duty of all the members to endeavour to make the plan work and be a success.

Mr. W. P. W. Phillimore (London) thought the meeting ought to reject the motion, notwithstanding the ruling of the Vice-President that it should be put to the meeting. It seemed to him an exceedingly improper proceeding to spring the names of these gentlemen, most of whom appeared to belong to firms who had, or had had, members on the Council upon them, and it looked to him as if it was a motion by the Council for the purpose of getting half-a-dozen members to back them up. Those who brought forward the six names ought certainly to have had the common courtesy to the society, as a society at large, to have indicated to the society by means of the agenda paper who were the gentlemen to be nominated.

Mr. Le Riche (London) said he did not wish in any way to associate himself with what had been said, but it did strike him as a mere matter of business that the names of the candidates should be before the members, so that they might consider them. He himself would probably vote for every one of the candidates, but as a mere matter of business an opportunity ought to be given for their consideration.

Mr. Chas. Ford (London) said he was not surprised that this suggestion should be made. They were a body of business men, and it was not a business-like proceeding to spring upon them suddenly these names, and for a small meeting like this to decide the matter without consulting the thousands of members who could not be present. It might be that the great majority of these gentlemen would be elected, but the thing should be done in a business-like manner.

Mr. Botterell said he had not consulted the Council. Those present might like to know that. He had taken very great pains in selecting the names to find out that none of them had ever been, so far as he knew, in any way connected with firms which were represented on the Council. He thought them a very good selection of business men carrying on business in London, and that they would be acceptable to the meeting, and so had put them forward on that ground and on no other. The notice of motions sent out to the whole of the members said the committee was to be appointed at this meeting.

Mr. Ford pointed out that Mr. Farrer, who was a member of one of the firms mentioned, was formerly a member of the Council.

Mr. Phillimore said that in order that there might be an election in connection with the matter, he would propose that Mr. Brinsley Harper be one of the six members of the committee.

Mr. Nicholas Hanhart (London) seconded the motion.

The Vice-President asked Mr. Phillimore to mention the name for which he wished that of Mr. Brinsley Harper to be substituted.

Mr. Phillimore: No. I nominate one. There are now seven nominations for six vacancies. He did not wish to suggest that any one of the six gentlemen who had been proposed was unsuitable.

Mr. Hanhart asked that each name should be put to the vote separately. There might be a division with regard to any one.

Mr. Ford moved the adjournment of the consideration of the subject.

A Member seconded the motion.

The Vice-President said an adjournment *sine die* was not in accordance with the practice at these meetings.

Mr. Ford said that it should be adjourned to the next general meeting. It should be adjourned to the April meeting.

The motion was rejected.

Mr. Ford: I demand a poll.

The Vice-President: I am sure you won't pursue that course, Mr. Ford. Remember this is a question really affecting the most convenient mode of electing the London representatives on the Council. It cannot be a matter appropriate for a poll, which would necessarily include the votes of all the members, including those in the country.

Mr. Ford: Out of deference to your view I withdraw it.

Mr. Phillimore pressed the point that his nomination should be put to the meeting.

Mr. C. E. Longmore (Hertford, Extraordinary Member of Council), rising to a point of order, said the motion was that six should be elected. It was necessary to move that one name should be omitted, and the other which had been proposed substituted for it.

Mr. Hanhart objected to that. There should be a vote on each name, and the six which received the highest number of votes should be elected.

Mr. Ford said he should like to nominate Mr. Walter Dowson, who had taken an enormous amount of trouble recently in bringing a most important subject before the society. He was a good and valuable member of the society, and he thought they could not do better than bring him in at the top of the poll when he had taken so much trouble over grave and serious matters affecting the profession.

Sir John Gray Hill (Liverpool, a member of the Council) asked if Mr. Ford had obtained Mr. Dowson's consent.

Mr. Ford said he had not communicated with Mr. Dowson.

Mr. Emery said he was very anxious to see Mr. Dowson upon the Council. He should oppose the putting his name upon the committee because on that ground it would be impossible to nominate him for the Council.

Mr. Phillimore said that practically it amounted to a house list

such as the nominations to the Council generally were. He would prefer, with his seconder's consent, to withdraw his nomination.

Mr. HANHART consented to this course, and it was accordingly withdrawn.

Mr. H. E. GRIBBLE (London, a member of the Council) repudiated the remarks of Mr. Phillimore absolutely on behalf of the Council. The Council knew nothing whatever about the motion that was before the meeting.

The VICE-PRESIDENT said there had never been a meeting since he had been on the Council where it had not been said or insinuated that the Council controlled the nomination of their colleagues, and the answer to that suggestion seemed to him to be: If you don't like the men who are proposed, why don't you elect somebody else? The members of the Council occupied their seats by virtue of the votes of the members of the society. If they did not like those who had been elected when they came up for re-election, they should elect others in their places. The members did show that they possessed the practical power of doing that at the annual meeting last July, when they gave the Council two very excellent colleagues who really displayed very great working power and afforded valuable assistance to the Council.

Mr. FORD was understood to withdraw his motion.

The original motion was then adopted.

EXTRAORDINARY MEMBERS.

The following notice stood on the paper of business:—"That the Council be authorised to apply for a supplemental charter providing (in addition to provisions which may be necessary to carry out the resolutions passed at the annual general meeting, held on the 5th July, 1907, and adjournments thereof) that extraordinary members of the Council, who have served not less than four years on the Council, shall be eligible for the offices of President and Vice-President of the Law Society, but so that the offices of both President and Vice-President shall not in any one year be filled by country members of the society."

The VICE-PRESIDENT said that the next business he hoped was entirely non-controversial. The Council had received at the meeting authority to obtain new powers, and they wished also to amend the charter and to obtain further powers. They wanted first to remove the disqualification which at present attached to extraordinary members, and which prevented them from being elected to the office of President or Vice-President. The Council wanted to have it determined that extraordinary members who had served not less than four years on the Council should be eligible for the office of President and Vice-President of the society, but so that the offices of President and Vice-President should not in any one year be filled by country members of the society. He could not imagine that any member could object to the widest possible choice of the best men as President and Vice-President. The second point was that the charter restricted membership of the society to those who practised or had practised, and the Council wanted to include the other members of the profession, for "practised" included only those who had taken out their certificates. The Council wanted to include as possible members of the society those younger members of the profession who had passed their examinations and had been admitted on the roll, but who postponed taking out their certificates while they filled the offices of managing clerks to other solicitors. The Council thought the alteration very desirable, and they hoped to get recruits in that way. They therefore proposed the resolution on the paper of business, and hoped that the meeting would give them the necessary authority.

Mr. FORD asked whether the service on the Council of the extraordinary members must be continuous, or might a member serve say two years and a considerable interval elapse before he served the other two years necessary to qualify him for the office of President or Vice-President.

The VICE-PRESIDENT said that the extraordinary members were nominated by the provincial societies for a period of three years. Therefore, practically it would mean that they would have to be re-elected at least once.

Mr. FORD said the point was that a man served three years as an extraordinary member and then disappeared temporarily, and after a number of years came back. He had then lost all touch with the work.

The VICE-PRESIDENT: Why should it not include both ways? I think it should be as wide as possible.

Mr. FORD urged that it should be worded "four consecutive years." The society had always been told that the duties of members of the Council were of an exceptional character, and that, therefore, the members ought to be re-elected so as to keep them in touch with the work.

Sir JOHN HOLLAMS (London, a member of the Council) said the meeting should bear in mind that this was merely permissive. The object of the motion was only to remove an impediment which now existed, and surely there could not be any possible objection to the power to select a suitable man if he was a country member and had been on the Council representing a country society for more than one period. The motion was merely permissive. Personally he was opposed to all restrictions. The power asked for did not involve the appointment of any particular man, it merely enabled the society to appoint a desirable man if they thought fit.

Mr. PHILLIMORE moved an amendment to the first resolution to omit from the motion these words, "who have served not less than four years." He did not see why the office of President or Vice-President should be restricted to those who had served four years. He was in favour of throwing the offices open as widely as possible, and there might be plenty of good men in the Council who had only just served three months, and who were quite as suitable to fill the offices as some of those who had in years gone by sat in the chair. He did not see any reason for these hard and fast limits, and was strongly of opinion that it would be better to leave it to the members of the society to elect whom they wished without regard to any cavilling as to whether they had served four years consecutively or otherwise.

Mr. E. R. S. SKEELS (London) seconded the amendment.

Sir JOHN GRAY HILL said he had taken considerable interest in the matter, and he could not agree with the amendment which had been suggested. The proposal only dealt with extraordinary members of the Council. Extraordinary members were created by the charter of 1872. They were selected by the country societies, subject to the approval of the Council. The object of requiring a service of four years was as follows: As the Vice-President had explained, they were elected for three years, and then, if they were elected again, the term of four years would have been accomplished. There was a very good reason for the extraordinary member who could not attend the Council meetings, generally speaking, so often as an ordinary member having a longer experienee of the work of the Council before he is eligible as President or Vice-President. In 1872 the extraordinary members were first created, and it was now proposed to give them larger privileges, and he thought it would be a mistake to allow any extraordinary member who merely served one year to be appointed President or Vice-President, because to fill either of those offices a member must have had considerable experience on the Council and its work. The country members did not ask for more than was proposed by the resolution, and he did not think that the town members need insist upon anything in the shape of what was proposed by the amendment.

The amendment, on being put to the meeting, was rejected, and the original resolution was thereupon adopted.

QUALIFICATION FOR MEMBERSHIP.

The VICE-PRESIDENT moved the following motion, which stood on the paper of business:—"That the Council be authorised to include in the supplemental charter to be applied for under the last resolution a provision that every person whose name is on the roll of solicitors shall be qualified for election as a member of the society."

Sir JOHN HOLLAMS thought that was obviously desirable. The managing clerks were, as they knew, most experienced, and of the greatest service to their principals. They did not take out certificates to practice because they were managing clerks often to the great firms, but they had had more practical experience than many men who had only been admitted a few months and did take out their certificates, though they had little practical knowledge of a solicitor's work.

Mr. FORD said that the argument used in support of the motion was very valuable, and, personally, he would very much like to give every opportunity to the whole of the younger members of the profession to avail themselves of the advantages afforded by membership of the society. But he would point out that the effect of these proposals was that directly an uncertificated man was admitted as a qualified member of the society, he would be immediately qualified to fill the office of President or Vice-President. There ought to be some step taken to prevent this, and he should like to suggest that this contingency should be provided against by inserting the words, "provided that only practising solicitors should be eligible to serve on the Council."

Mr. ROBERT ELLETT (Cirencester, a member of the Council) pointed out that that was the rule by the charter.

The VICE-PRESIDENT said that was so. Nobody could be a member of the Council unless he had actually practised. That was laid down by the charter.

Mr. FORD said he had not been aware of that, and of course would withdraw the suggestion.

Mr. PHILLIMORE supported the motion because anybody who was on the roll of the solicitors ought to be entitled to the privilege of joining the society, and he regarded this as the first step of the Council in dealing with the obnoxious certificate duty, and in recognising that the payment of the tax was not the right thing for gentlemen belonging to an honourable profession. It was a great hardship that any solicitor should be precluded from joining the society simply because he was not in a position or did not feel it convenient to take out a certificate.

Mr. R. W. DIBDIN (London) thought that all of those who had had a large experience of managing clerks would know that they were most suitable persons to become members of the society. They held a comfortable position with an assured salary in a large office, which was far better than being in a struggling position as a practising solicitor, and unable to make an adequate income.

The motion was carried unanimously.

SUPREME COURT RULES.

The following motion stood on the paper of business:—"That in the opinion of this meeting it is desirable that the Council should direct the further attention of the profession to the provisions of Order 18A of the rules of the Supreme Court, which provides that a plaintiff may, without pleadings, proceed to trial, which removes the delay which often deters suitors from seeking redress in the High Court of Justice in London."

Mr. FORD said that the motion was of very great importance, but

in view of the fact that by the courtesy of the Council it had been brought to the attention of the members by being included in the notice paper, he thought he should be well advised to pass it over.

The VICE-PRESIDENT said that the difficulty was in calling attention to one rule without calling attention to all. Solicitors were supposed to be acquainted with every rule and every order. He wished that were the case.

LONDON SOLICITORS' SOCIETY.

Mr. FORD, moved, in accordance with notice:—"That it be referred to the Council to consider and report on the advisability of the society giving its support to the formation of a subordinate organisation to consist exclusively of solicitors taking out London certificates to practise, and with a view to the Council (under proper authority) transferring to the governing body of such a subordinate organisation such suitable parts of the work of this society as will give to London members of our Council some relief from the serious burden which at present falls on their shoulders." He said there was a feeling in London that there ought to be a local metropolitan law society to attend to London affairs in the same sense and spirit as Liverpool, Birmingham, and other large towns, which had their own local societies to attend to their own local affairs. The motion showed great deference to the superior judgment of the Council. He was not proposing that there should be a law society for London at all. He was only asking whether it would not be worth while to ask the Council to consider the question, and whether there might not be some system, some organisation or plan by which purely London subjects might be transferred to purely London solicitors to the great relief of the burden which fell upon the Council. The Vice-President told them how Sir Henry Fowler had been astonished at the amount of detailed work that fell upon the shoulders of the Council. He had heard the Council admit, and it was not to be disputed, that there was an enormously growing amount of responsibility and work cast upon the members of the Council. He desired to impress upon the meeting that the resolution did not ask them to do anything of themselves, but simply to invite the Council to consider whether they could not discover some *modus vivendi* of carrying out that of which there was so urgent a need. Liverpool had its own local society for the consideration of local affairs, and a large number, almost all its members, were members of the Law Society, and so they had a double representation, whilst London members had only the one single representation. He was quite sure the Council would not differ with him when he said that valuable as the members of Council were, there were men equally distinguished in the profession and equally capable who would serve on the governing body of a metropolitan society. He would give some facts in support of his proposal. In 1878 there were only 1,116 country solicitors belonging to the society, and at the present time there were 4,622. Therefore, in 1878, there were 875 more London solicitors who were members of the society than there were country solicitors, but that position had been entirely reversed, and there were now 599 country members more than London members. It was a fact, and he had statistics in support of his contention, that all the work affecting the whole of the kingdom, as far as the society was concerned, had to be undertaken almost entirely by London members of the Council. The country members could not attend—it was perfectly unreasonable to expect them to. Here were more glaring statistics which would perhaps astonish the weak nerves of one or two members of the Council. He found that Mr. Garrett, a London member, for the twelve months ending May, 1907, attended thirty-eight meetings. Mr. Barker, another London member, for the same time, attended 100 committee meetings. Ten country extraordinary members only attended thirty meetings, whilst one London member, Mr. Garrett, put in eight more than all of these. Twelve country extraordinary members put in a total of eleven committee meetings for the whole year.

Sir JOHN GRAY HILL pointed out that there were only ten extraordinary members at one time.

Mr. FORD said he could let Sir John Gray Hill see the list. All the fifteen extraordinary members put in a grand total of Council and committee meetings of 164 for the whole year, and one single London member put in 145 for the same time. Surely it was a fair argument that the time had come when the London members of the Council ought not to be burdened with the work of the whole of the kingdom, and it ought to be referred to a committee of the Council to see if they could not take some reasonable course by which an improved state of things could be brought about. It might be asked what matters it was proposed to refer to the metropolitan law society to consist exclusively of those taking out London certificates. He was not called upon to answer that question, though he should be if he were proposing a direct motion that it was desirable to form a London society, but he might suggest some things that might be dealt with, such as the gravely overcrowded condition of the profession in London, and it was just possible that arrangements might be made whereby the London society might deal with the preliminary examination and the number of men admitted so far as London was concerned. They would certainly deal with the question of the London land registry and compulsory registration of title, for it did not concern anybody else immediately. He thought that if there had been a metropolitan society, that measure would not have been on the statute book. Then it would deal with all matters of practice and procedure so far as the Royal Courts of Justice were concerned in relation to London work. It certainly could deal with London County Court practice and the judicature rules as far as regarded London practice. They might very well deal with the question of all professional misconduct so far as London solicitors were concerned, subject, of course, to making a report to the Council in every case, and this would take an enormous amount of work off the Discipline Committee. The members of the Council had to nominate members to serve on numerous public bodies, and the metropolitan society would relieve them of that burden by furnishing men as far as London was concerned. He quite recognised the difficulty as to whether there ought not to be some guarantee of the *bona fides* and good faith of professional men. It was fully dealt with in France under the Code Napoleon, and in America by insurance. The metropolitan society could deal with that as far as London was concerned to the great advantage of the profession and the great relief of the burdens on the Council of a purely local character. It would be gratifying if the Council could see their way to accepting the reference so that they might deal with the matter, perhaps not exactly on the lines he had proposed, but in some better way.

Mr. PHILLIMORE seconded the motion because he thought that London solicitors did stand in a special position with regard to London work. It might be worth while considering whether an advisory committee should not be formed for the purpose of dealing with matters referring to London.

Sir JOHN GRAY HILL said it would be a mistake by founding a society of this character to depart from the unity which existed between town and country, and which was gradually increasing in strength every year, and to return to the division which at one time existed. What was the representation on the Council? There were ten extraordinary members, some of them so far distant that they seldom were able to attend the Council meetings, others who were near at hand and often attended. The country members, who were ordinary members—there were eleven at present, but take the average as ten, that left something like thirty, or within one or two, town members. That was a sufficiently large body to deal with London affairs. London affairs were left to them to deal with, and what was the use of having another body established? It would be like having Home Rule in Scotland, Ireland and Wales, and another one for Engand. He urged them not to get back towards the heptarchy. Let them keep the union they possessed. London business was not in any way neglected, and there could be no excuse for a separate body.

The VICE-PRESIDENT said this was a matter which he had not kept from discussion because he thought it was a subject which required a deal of discussion. Whether a metropolitan law society could be usefully formed and any functions could be found which it could usefully fulfil was another matter, but he could not accept the motion as it stood as being in order to call upon the Council to consider and report whether they should do something entirely outside the functions of the Council and that was to constitute something which must be to some extent a competing body. That could not be the official act of the Council. If it was to be done it must be the voluntary act of others. Therefore, it was not in order to pass a resolution calling upon the Council to do that which it was competent for such of the members as favoured the scheme to do for themselves. It was very difficult from the resolution to make out what it was proposed to do. If it had been to the effect that a metropolitan law society outside the country was desirable, that would have been a matter which might have been voted upon. It must be borne in mind that the country law societies acted partly as feeders and partly as leeches on the London society. A great many members of the profession excused themselves from belonging to the Law Society because they said they got sufficient from the country law society. On the other hand, when the society went down to the provincial meetings at Liverpool and Manchester it had resulted in a large accession of members from those districts, and that was one of the advantages of the provincial meetings. The Council could not be called upon to consider something which it was not proper for them as a Council to undertake, though it might commend itself to some of them individually.

Mr. FORD said he had been met with the astounding proposition that the motion struck at the unity of the profession as regarded representation on the society. They had Liverpool, Manchester, and Birmingham societies, and that did not affect the unity of the profession. Members belonged to both the local and the Law Society, and there was not the slightest doubt that such a proposal as he was bringing forward would help to secure more unity, because solicitors who joined the metropolitan society would be induced to join in supporting the Law Society. The Vice-President had suggested that it would be a competing society, but he had couched the motion so that it should be nothing of the kind. It was to be an entirely subordinate society, and to report on vital questions to the Council. However, as the Vice-President had ruled the motion out of order he (Mr. Ford) would bring it forward at the next general meeting in some shape which he hoped would commend itself more strongly to his judgment.

The VICE-PRESIDENT: I think that is the best thing to do.

MOTIONS IN THE CHANCERY DIVISION.

Mr. FORD asked in accordance with notice:—"Whether the Council propose to make representations to the proper authorities with a view to motions in the Chancery Division being entered in a list and taken in their order in such list, especially remembering that on three or four occasions since 1887 resolutions approving of such a plan have been unanimously adopted at general meetings of this society."

The VICE-PRESIDENT said that the answer to that was that the society at general meetings in that hall had more than twice adopted a resolution in favour of a list of motions, and they had made representations to the authorities, the last being as recently as 1899. And

upon that occasion they received such a direct negative from the Lord Chancellor as representing the views not only of the Bar, but also of the judges, that they did not think it would be a dignified course for the Council to repeat the application.

ADDITIONAL TELEPHONES.

Mr. T. H. ENGALL (London) had given notice of the following motion:—"That at least two additional telephones be placed in suitable positions on the premises for the use of members of the society, subject to such regulations (if any) as the Council may frame." He was not, however, present when it was reached, and it therefore fell to the ground.

COLONIAL COMMISSIONERS.

Mr. BRINSLEY HARPER (London) moved, in accordance with notice:—"That the Council ascertain what are the proper fees to be charged by Colonial Commissioners in London, and as soon as same are obtained publish a new edition of the list of Colonial Commissioners in London, including a list of such fees." He said it was extremely desirable that Colonial Commissioners should know what they ought to charge, and that those who went to them should know what they ought to pay. The other day he had been asked what was his fee, and he said 5s., when he was told that a member of the Council of the Law Society had charged 10s.

The VICE-PRESIDENT: May I tell you that the Council as lately as the 17th January of this year have sent out a circular to Colonial representatives asking for these particulars to be supplied, and that when supplied they will be published in the annual list, the Colonial Commissioner's Register, with the information given finally.

Mr. BRINSLEY HARPER said that would answer his question. The object he had had in view was that the society should fix in cases where the Colonial Courts had no recognised course the fee that ought fairly to be charged. He would withdraw his motion in view of what the Vice-President had said. But he would ask that the Council should fix the fee in such cases. Another matter he had been asked to question was the practice of the Law List to charge the Colonial Commissioner 10s. for each Colony in which his name appeared. He knew of a case where a man had to pay £20 a year. He suggested that the list of Colonies should follow the name of the Commissioner.

The VICE-PRESIDENT said that was a matter the Council could not deal with.

SOLICITORS, MEMBERS OF PUBLIC BODIES.

Mr. BRINSLEY HARPER moved, in accordance with notice:—"That in the opinion of the society it is not desirable for a solicitor who is a member of a public authority to be professionally engaged (either by himself or his firm) in any proceedings against such authority or in which such authority is interested." He said he deeply regretted that so important a matter should come on at the end of a long meeting which was now so thinly attended. He should be perfectly willing to refer the matter to the Council for their consideration, but if they did not care to undertake it he would move the resolution.

The VICE-PRESIDENT said the way this appealed to him was that they were asked in general meeting to confirm what he should have thought to have been a self-evident proposition. The motion hinted that there might be possible exceptions from it, but he could not imagine what they were. Still, the Council did not, as a rule, adopt abstract resolutions.

Mr. BRINSLEY HARPER said he would proceed with the resolution. He must first, however, express his surprise that there was no such rule of the Council. His action had arisen in consequence of a discussion which had taken place in the borough council of which he was a member. He had objected to a surveyor who was a member of the borough council attending before him on the assessment committee. On bringing it up in committee he was told that the Law Society allowed solicitors to act in the same way. He thereupon wrote to the Law Society, and he was told that though many members might agree with him, they could not act except in a concrete case. He was unable to give a concrete case. What he wanted was a rule either yea or nay as to whether members of a public body could act for a plaintiff against the body of which he was a member, or as solicitor for the defendant in an action brought by that public body. Could they practise before the assessment committee, for example, of the borough councils of which they were members? He had the privilege of belonging to the Corporation of the City of London, and there they had a distinct rule that no solicitor who was a member of the corporation could directly or indirectly be connected with any matter of business with which the corporation was concerned. The same rule applied in the case of a Parliamentary barrister who was a member of the House of Commons, he could not practise before Parliamentary Committees. The London County Council had also laid down a rule that none of their members should practise before their licensing committee. But with the exception of these three bodies he was sorry to say there was no statutory rule which prevented a solicitor from undertaking such duties as he had referred to. A client had come to him under similar circumstances, and when he had declined to act the client had said that there was no rule laid down. The number of solicitors in London who acted on public bodies was a large one. Many of them did a large amount of work without any ulterior object, and it was desirable that it should be distinctly stated by the society, who were the custodians of their honour, whether they could or could not undertake work under these circumstances. On his own council was a solicitor who practised in the police-court, and he did not like appearing for the defendant in that court where the council was concerned as prosecutor. He would never dream of acting in that capacity if a rule were laid down by the Council of the society stating that in their opinion it was undesirable for a solicitor to put himself in that position. If it was thought that his motion was too large he was perfectly willing that it should be referred to the Council for their consideration, and if they thought fit to consult the Bar Council with reference to it, so that they might have a similar rule. There was no statute on the subject. He had written to the Surveyors' Institute asking them to make a similar rule, and the secretary had replied that the matter would be considered. He had thought it wrong of the surveyor member to whom he had referred to argue a case before his colleagues on another committee on which he was sitting, the assessment committee. He considered that those who took part in public life must do it with clean hands and with no ulterior views. It was foreign to their minds, he was sure.

Mr. J. S. RUBINSTEIN (London) seconded the motion. He said he happened to be in the same position as the mover of the resolution, as being a member of a Metropolitan borough council. He had not given the matter any consideration, and had not been placed in the position spoken of, but he had been rather impressed with the arguments Mr. Brinsley Harper had brought forward, and certainly thought it desirable that the Council should take the matter into consideration with a view to inquiring whether some general rule should not be laid down.

Mr. DIBDIN said he was strongly in favour of the Council taking the matter into consideration. Having had a great deal to do with municipal life, he thought that a rule of the kind referred to would be very useful. He did not know, however, that he should like to see a general resolution passed.

Mr. HASELTINE JONES said he would like to associate himself with the last speaker, as being a member of a borough council. He did not think the meeting ought to carry the motion as it stood, but he hoped the Council would take the matter into consideration, and if Mr. Brinsley Harper would modify it to that effect he would support it.

Mr. FORD also said he would associate himself with the last two speakers. Having served on the London County Council for several years, he knew that such a matter required serious consideration. But he hoped Mr. Brinsley Harper would see his way to leave it to the Council, and that they would consider it and report to the next general meeting.

Mr. PHILLIMORE said it was a very proper motion whether it was dealt with by the meeting or whether it was referred to the Council. He had himself been a member of a borough council, and fully agreed with the view that no solicitor member of a borough council should do any sort of business connected with the council.

Mr. NICHOLL MORGAN (London) said he was not at all satisfied with the arguments which had been brought forward, and thought that it would be opening up a very big question. As chairman of a district council he had never found yet any evil resulted from solicitors acting in the way referred to, and he did not think the society ought to pledge themselves to support the principle of the resolution. He suggested that the matter should be left to the consideration of the Council, and, if they thought it desirable, that it should be brought forward at another meeting.

Sir ALBERT ROLLIT (London, a member of the Council) said that before the matter went to the Council there ought to be a much more definite proposal brought forward, and they ought in general meeting to settle the principle, at any rate, upon which the opinion of the Council was required. He had had considerable experience of public life, municipal and otherwise, and he should be as jealous as anyone of anything on the part of the profession which would suggest such limitations as had been spoken of, of getting business or anything of that sort which would be out of character, but they ought to be careful before they restricted themselves in any degree from any legitimate professional act, and to pass what would be an abstract resolution, or to refer it to the Council, would be a great mistake, and might be a great injustice to many members of the profession, those who undertook public duties, which were duties in the highest sense of the term. And after all the performance of their duties was between themselves and the authority to which they belonged. And in the case put, the membership of an assessment committee, it must be remembered that that assessment committee was a separate tribunal from the council, with an independent existence, and he should see in that case no reason why appearance should not take place. He hoped the resolution would be withdrawn. If it were put in a more definite form it would be open to the meeting to consider it at some future time, but it must deal with the principle first, and then it must be referred to the Council for the settlement of detail. He should strongly counsel that restrictions should not be put in cases where business was not always too readily to be had.

Mr. BRINSLEY HARPER said that members of the assessment committee must be members of the borough council. But after what had been said he would withdraw the motion, and at a future meeting bring the matter forward with a reference that it be referred to the Council for consideration.

The VICE-PRESIDENT said it was always better not to put abstract resolutions. Concrete resolutions were very much better.

THANKS TO VICE-PRESIDENT—LAND TRANSFER.

Mr. RUBINSTEIN proposed a vote of thanks to the Vice-President. He said that perhaps he might be allowed to say how gratified he was at the progress which was being made with the assistance of the Council in connection with the important matter of land transfer, in which he had taken part. He ventured to hope that the Council would persevere. They had a long way yet to travel, and the particular

point he would ask the Council to consider was to get some member in the House of Commons to move for a return of the work actually done in the London Transfer Registry for the years 1906 and 1907. They knew the Land Registry was very coy in giving information, and the excuse was made to him recently that the desired information had not been given because it had not been pressed for. He wanted the Council to press for the information. He would also like the Council to consider another proposition he had made some time ago, whether they should not ask the Lord Chancellor to receive a deputation from the society. He did not know what objection there could be to taking that course, and to his mind it all helped to show that they had nothing to keep back. Their desire was to make known all the facts of their case, throwing upon the authorities the onus of making out a case in favour of compulsory registration.

Mr. FORD seconded the motion, which was carried, and the VICE-PRESIDENT briefly responded.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 15th and 16th January, 1908:

FIRST CLASS.

Angus, John Archibald
Chaundler, Philip Robert
Evans, Emrys Hunter, B.A. (Oxon.)
Eyre, Charles
Flewitt, Alfred Cyril
Limboowala, Ardesir Burjorji, B.A., LL.B. (Bombay)
Millward, George Anthony
Morgan, David Francis
Prag, Jacob
Riddett, Norman Lock
Rimer, Arthur Mitchell
Smith, Joseph Edmund
Weiss, William
Williams, William Daniel
Young, Kenneth Harman

PASSED.

Adams, Henry Gordon
Adams, Kenneth Lemesle
Andersen, Harold Frederick, B.A. (Oxon.)
Arlidge, Joseph Lewis
Ashby, John Francis, LL.M. (Liverpool)
*Astbury, Thomas Leslie
Barnett, Bertram Leeds Thomas, M.A., M.B. (Camb.)
Batt, Francis Raleigh
Bell, John
Bennett, George Guy Marsland, B.A. (Oxon.)
Bentley, Walter Frank
Blaxley, Stewart Lenton
Bone, Ernest Edgar
Brooks, Edward Harold
Brown, Joseph Stanley
Bullock, Henry Acton Linton, B.A. (Oxon.)
*Bury, Edmond William
Calvert, Reginald Cullen
Caruthers-Little, Robert Johnston
Clowes, Hugh Murchison, B.A. (Oxon.)
Coleby, Eric
Collier, Percy
Cottrill, John Robert Hardstaff
Craddock, Amos
Dickinson, Ronald Francis Bickersteth
Elborne, Clifford Caunt
Evans, Lewis Noel Vincent
Farr, John Philip
*Flaxington, William Maude
Foord, George Howard, B.A. (Camb.)
*Fraser, Robert Leslie, B.A. (Camb.)
Gamlen, John Charles Blagdon, B.A. (Oxon.)
Gittings, Lancelot
Hall, Frederic John
Harland, Richard
*Harrison, Howard Guy
*Hincks, Eric Thorpe
Howard, Charles Malcolm
*Johnson, Edwin Holme
*Johnson, Harold Cecil John, B.A. (Camb.)
*Johnson, Paul Manuel
Jones, Titho Glynne
*Landon, Joseph Herbert Arthur
Large, Gerald Charles William
*Leyson, William Aubrey
*Lockhart, Lewis Alexander King
MacDonnell, James Hyndman
Morgan, Wilfred James
*Moser, Edward
Nabarro, Joseph Nunes, B.A. (Lond.)
Penman, Frank Garfield, B.A. (Camb.)
Pollitt, George Egerton
*Poppleton, Bernard Eyre
Powell, Charles Swan, B.A. (Lond.)
*Price, Lionel Lewis
*Pugh, Harold Hunter
*Roderick, Hume Buckley
Sankey, Geoffrey Barham
Smith, Thomas James Thompson
Stock, Reginald Walter
Taylor, Charles Patterson
Taylor, James Arthur Atkinson
Trehearne, George Trevor
Troughton, Alec George
*Veevers, Charles Harrison
Webb, Thomas Langley, B.A. (Camb.)
Westmorland, Thomas Blain
White, Bertram Ewart
*Willcock, Robert Bertram
Woodbridge, Robert

No. of candidates ... 113 Passed 85

* These candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a certificate.

CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Armstrong, George Frederick
Davies, Arnold Walters, B.A. (Oxon.)
Field, Mark Gwendwr, B.A. (Oxon.)
Fulford, Robert Leo, B.A. (Oxon.)
Hatch, Norman Claud
Tanner, John Rupert Waldron, B.A. (Oxon.)
Vine, Eric
White, Lowell Aldersey

No. of candidates ... 10 Passed 8

By order of the Council,
E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 31st January, 1908.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 13th and 14th January, 1908:

Appleton, Alfred James, B.A. (Camb.)
Barnicot, Harry, B.A. (Camb.)
Beachcroft, Cyril Shakespear
Beattie, Robert John
Blockley, Edgar Arthur
Bonser, Charles Gordon
Boustred, Frederic Alfred Ponsford
Boxall, Alleyne Percival, B.A. (Oxon.)
Buckley, William
Budden, Frederic Vincent
Burns, John
Carr, William
Chubb, James William Rooke
Clapham, Samuel
Clark, James Arthur, B.A. (Camb.)
Clarke, Cyril Charles, B.A. (Oxon.)
Cockcroft, Ben Dixon
Coles, Royes Stanley
Cowl, Clifford Horace Henry
Crompton, William Earle
Crowte, Frederick
Cruickshank, David John Carmichael
Curtis, Cuthbert Champion
Davenport, Charles Joseph Croughton
Davies, Alun Edwards
Dawson, Joshua
Day, George Robert, B.A. (Oxon.)
de Vine, Hatton Bertram St. John
Dickinson, Harold Crowther, LL.B. (Lond.)
Druitt, Robert Everard
Drummond, Alian
Ealand, Arthur Noel
Edmonds, Thomas Herbert
Edwards, Arthur Llewellyn Aneurin
Elphinston, Thomas George, B.A. (Camb.)
Farnfield, Leslie
Fawcett, John Francis St Aubyn
Foskett, Bartholomew
Fraser, John William
Genge, Harold William
Greener, Francis Pemberton
Griffiths, Thomas
Gunson, Henry
Hamer, James Edward
Hands, Samuel
Harries, Archie Wilkin de Winton
Harrison, John Stubbs
Hayes, David Ritchie
Hassenauer, Aubert John
Hewlett, Claud, M.A. (Oxon.)
Hibbert, Charles Hamilton
Hill, Roger Wilbraham
Hills, Thomas Hyde
Hobson, Neville
Holden, Hugh Shuttleworth
Hooton, Walter
Hotblack, George Finch, B.A., LL.B. (Camb.)
Izard, Walter Wallace
Jackson, Henry Beecher, M.A. (Camb.)
Jeens, Charles Ewart
Johnson, Coningsby Samuel
Johnson, William Burgess
Jones, Cyril Gordon
Jones, David Griffith
Jones, Edward
Joseph, Francis George, B.A. (Oxon.)
Joseph, William Franklin George, B.A. (Camb.)
Kemp, Thomas Cuthbert, B.A. (Oxon.)
Kentish, William
Kyrke, Gerald Venables, B.A. (Oxon.)
Lambert, Basil Sylvester
Lancaster, Robert Fisher
Layton, Hugh Carden
Lee, Edward Barrett
Loxdale, Geoffrey Francis
Makinson, Joseph Crowther
Mellor, Philip Seddon, B.A. (Camb.)
Mellor, Robert Oswald
Milburn, William Martin
Mills, Thomas Piercy, B.A. (Oxon.)
Moore, Gerald Francis Hamilton
Morgan, Cyril Frank
Morgan, Llewellyn Rees
Morton, Percival Clare
Morton, William Levett, B.A. (Oxon.)
Murray, Frederick William
Ness-Walker, William Percy
Nicholson, Daniel Howard Sinclair, B.A. (Oxon.)
Owen, Cecil Clarkson
Pawson, Arthur Clive, B.A. (Oxon.)
Peevor, George Charles
Penny, Thomas Edward
Phillips, Oscar Frederick
Pine, Percival William
Plummer, George Henry
Pollard, Bernard Eric Trevor
Presswell, Gerald Stanley
Redman, Henry Gordon
Rees, David Kenvyn
Richards, Arthur Pierre, B.A. (Oxon.).
Richards, Herbert Stanley
Rigg, Ernest Addison, B.A. (Dublin)
Roberts, Arthur Trelawny Cairns
Robinson, Francis Victor
Robinson, Frederick Alan
Rose, Harcourt George Sainte Croix, B.A. (Oxon.)
Sewell, Harry Kemp
Shaftoe, Henry Isaac
Smith, Frederic Norman
Snowdon, Henry Feederick
Speakman, Harry Hamilton
Stedman, Thomas Gurney
Sykes, Gerald Edwards
Templeman, Thomas John Wembridge
Thomas, David Morgan
Thorp, Robert Gordon
Tooth, Harold Selwyn
Towns, Frederick
Warwick, Frank Stanley
Watts, Francis John Stewart
Wellings, Gordon Arthur
West, Leslie Arthur
Whitehead, Herbert Vaughan
Williams, Henry William Davies
Williams, Lewis
Williams, Rainald Francis, B.A. (Camb.)
Willis, Guy Cooper
Wilson, Fred
Wiltshire, Frank Henry Cufaude
Wright, Henry Newcome

No. of candidates ... 213 Passed 130

By order of the Council,
E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery Lane, 31st January, 1908.

Mr. John Stratford Dugdale, K.C., Recorder of Birmingham, was entertained at a congratulatory dinner in Birmingham on Monday night, by his colleagues at the bar, in commemoration of his completion of thirty years' service as Recorder. An antique silver cup was presented to him as a memento of the occasion. Mr. Dugdale was appointed Recorder of Birmingham in December, 1887, having previously held for three years the recordership of Grantham. He has also presided for many years over the Warwickshire Quarter Sessions, and has been chairman of the county council since its establishment.

Legal News.

Appointments.

Mr. G. T. Whiteley, M.A., solicitor, of Town Hall-chambers, High-street, Southwark, has been appointed Clerk to the Justices of the Croydon Division of the County of Surrey, and Clerk to the Commissioners of Taxes for the Wallington Division of the same county.

Mr. S. A. T. Rowlatt, Junior Counsel to the Treasury for the King's Bench Division, has been elected a Bencher of the Honourable Society of the Inner Temple.

Mr. S. T. Evans, K.C. (Solicitor-General), has been elected a Bencher of the Honourable Society of the Middle Temple.

Mr. Samuel Thomas Evans, K.C., Solicitor-General, has received the honour of Knighthood.

Mr. Barnard Thornton Hodgson, barrister-at-law, has been appointed Secretary to the Commissioners in Lunacy.

Changes in Partnerships.

Dissolutions.

Herbert Stanley Sugden and Andrew Armstrong Harford, solicitors (Sugden & Harford), 10, Ironmonger-lane, Cheapside, London. Jan. 27. [*Gazette*, Jan. 31.

General.

Congratulations are due to-day (Monday last), says the *Evening Standard*, to Lord Macnaghten, who attains the good age of seventy-eight.

It is understood that Mr. S. O. Buckmaster, K.C., is now going "special," but will finish all cases in Mr. Justice Parker's court in which he is now retained.

The Lord Chancellor will preside at the annual social meeting of the Royal Courts of Justice and Legal Temperance Society, which will take place in the Inner Temple Hall on Thursday evening, the 13th inst. The Bishop of St. Albans and Miss Agnes Weston will be among the speakers.

The Judicial Committee of the Privy Council resumed their sittings on Tuesday. Thirteen appeals have, says the *Times*, been set down for hearing—from the Cape of Good Hope three, Bengal two, Australia two, and Punjab, Central India, Lower Burma, Allahabad, China and Korea, and New South Wales one each.

It is stated that the plans for the building of the two temporary Law Courts having been approved by the Office of Works, the preparations for the erection of the structure at the Carey-street end of the Judges' Quadrangle of the Royal Courts of Justice have been begun. The buildings are expected to be completed in about two months.

At the conclusion of the grand jury's duties at Exeter Assizes last week, the foreman, says the *Times*, addressing Mr. Justice Coleridge, said that, on behalf of the grand jury, he would wish to express to his lordship their great satisfaction on his appointment to the judicial bench and that his first appearance as a judge of assize was in his native county. His lordship thanked them for their kind congratulations.

In a case before the Probate Division last week it appeared that the testator's will had been discovered in the lining of a very old-fashioned hat which the testator had given to a friend of his. The President said that the story of the will being found in an old hat was a very remarkable one, but it was not original, and he believed he was correct in thinking that there existed a collection of such curiosities at the Probate Registry, Somerset House.

It is announced in the *London Gazette* that the King has been pleased by Letters Patent under the Great Seal, dated respectively the 30th day of January, 1908, to appoint Sir William Snowdon Robson, Knight, K.C., to be his Majesty's Attorney-General, in succession to Sir John Lawson Walton, Knight, K.C., deceased: and Samuel Thomas Evans, Esq., K.C., to be his Majesty's Solicitor-General, in succession to Sir William Snowdon Robson.

The new Public Trustee came before the Probate Division on Monday in a case of *In the Goods of J. H. Coxwell, deceased*, in which a motion was made for his appointment as administrator *pendente lite* in the probate action of *Coxwell* v. *Cresswell*, arising out of the testamentary disposition of the late John Hughes Coxwell, of Brighton, who died on the 31st of July, 1906. The President, says the *Times*, after hearing counsel, made "no order" and directed the case to be in the list for hearing on Monday next.

A considerable proportion of the cases engaging the attention of his Majesty's judges at the assize courts would, says a writer in the *Globe*, scarcely seem to call for judicial power of the highest order. Among the prisoners tried before the Lord Chief Justice at Norwich was a labourer, who was convicted of obtaining food and lodging by false pretences; while among those tried before the same distinguished judge at Ipswich was a labourer who had stolen a half-gallon jar of beer. A system which requires the highest permanent judicial officers in the country to try cases of this description can hardly be regarded as perfect.

Mr. S. T. Evans, says a writer in the *Daily Telegraph*, is the first ex-solicitor who has won a law officership since Thomas Wilde became Solicitor-General in succession to Sir Robert Monsey Rolfe. This was in the year of grace 1839. The career of Wilde in the "lower branch" had not been a long one. It began in 1805 and lasted until 1811, when he became a member of the Inner Temple. Those were days when a solicitor could not transform himself into a barrister at will. A gulf yawned between the Temples and attorneydom, and Wilde had to eat dinners like any other student. He was a mature person of thirty-five when he was called to the bar in 1817.

The Government Bills announced in the Royal Speech are to amend the law of licensing in England and Wales; to amend the Law relating to Elementary Education in England and Wales; to regulate the hours of underground labour in coal mines; to amend the Acts relating to the housing of the working classes, and to regulate the laying out of land needed for the development of growing urban centres; to amend the system of valuation of property in England and Wales for the assessment of Imperial and local charges; to improve and extend University Education in Ireland; to amend in various particulars the Land Purchase (Ireland) Act of 1903, especially with reference to the compulsory acquisition of untenanted land in connection with the relief of congestion; to establish an Authority for the control and improvement of the Port and Waterway of London; and to consolidate and amend the Law relating to the Protection of Children and to the treatment of Juvenile Offenders.

In the House of Commons, on Monday, Mr. MacLean asked the Attorney-General whether, in view of the facts disclosed in the recent Druce perjury prosecution, he would consider the advisability of devising such means as would in the future prevent the use of the name of the Crown in criminal courts for private ends as distinguished from the vindication of public justice. The Attorney-General said: I think it is highly undesirable that we should take away from private persons the right to apply for criminal process. To do so would involve a complete change in our system, and would throw great additional expense on the taxpayer. It seems to me desirable that all criminal proceedings, being, as they are, in respect of alleged offences against the State, should be in the name of the Crown. With regard to preventing the abuse of this criminal procedure, reliance is placed by us upon the vigilance of the magistrates and on the penalties attached to malicious prosecution and perjury. I should be glad to consider any further means my hon. friend may suggest having the same end in view.

The Montevideo correspondent of the *Times* says that the first practical step has been taken towards a reform of the administration of justice by the creation of a High Court of Justice. The new court was formally constituted three weeks ago with great public ceremony. It consists of six superior judges, all of them men of high ability and character, and professing an earnest intention to employ the ample powers bestowed upon them in redeeming the prestige of the courts of law. Their first task had been the general reorganization of the judiciary, and this they have already accomplished in a manner that has given great satisfaction. Of the former judges, very few have been reappointed to their previous posts, and some whose character or conduct was notoriously unsatisfactory have been put on the shelf. The new list of judges is one fully entitled to respect and confidence, and this is certainly a great improvement on the previous state of affairs. This is only the first step. The remainder of the task will be far more laborious, and will require the co-operation of the chambers in legislative action for the revision and completion of the codes, which in some respects are very imperfect and antiquated, reduction of costs, and reform of the modes of procedure. The last-named is, perhaps, the most necessary of all. A *viva voce* public trial is still a thing practically unknown here (and, indeed, in most South American countries), the system followed being that of written pleadings (*escritos*), inherited from Spain nearly two centuries ago.

It is difficult to treat seriously, says Mr. T. Baty, writing in the *Law Magazine and Review* for this month, the decision in *De Jager* v. *Attorney-General* (*Natal*) (reported 1907, A. C. 326). A Transvaaler residing in Natal failed to quit the colony immediately on the outbreak of the South African War in 1900. He soon had no chance to do so. His own country's forces occupied the part of Natal where he lived, and compelled him to join them by virtue of his allegiance. For that (it is incredible to report) he was sentenced, on the restoration of peace, by a Natal court to no less than five years' penal imprisonment and a heavy fine (£5,000); and the Privy Council has upheld the sentence. The ostensible ground of the decision is that the local allegiance of the alien continued after the outbreak of war, and was not put an end to by the hostile invasion. Such a theory is impossible to reconcile with the nature of military occupation. Granted that occupation no longer works a substitution of sovereignty, yet it goes far to substitute the invader as a temporarily supreme power in the land. In this very war the British forces themselves pushed the rights of an invading army of occupation to the full limit; they even enacted oaths of subservience from the alien population. How can we refuse to others the wide rights in occupied territory which we claim for ourselves? Practically, the consequences of the judgment are disastrous. What can a man do when his help is claimed by his own sovereign's forces, present on the spot, and clothed with the authority of lawful combatants

but yield to the justice of the claim? It is an illogical and—to speak plainly—cruel alternative to make him elect between certain death and hypothetical penal servitude. The penalty is not deterrent—it is simply vindictive.

Winding-up Notices.

London Gazette.—FRIDAY, Jan. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ATLANTA GOLD AND SILVER CONSOLIDATED MINES, LIMITED—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to George Carnaby Harrower, College hill chmbrs. Dunderdale, London wall, solor for liquidator

AYRE BROTHERS, LIMITED—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to Mr Ernest Edward Sparshott, 71, Colmore row, Birmingham. Botteley & Sharp, Birmingham, solors for liquidator

CRADLE RAILWAY CO, LIMITED—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Charles Edwin Stemson, 108A, Cannon st, liquidator

CRAMPIN STEAM FISHING CO, LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Edwin Thomas Grantham, care of Crampin Co, Fish Docks, Grimsby. Bennett, Grimsby, solor to liquidator

FREDERICK SAGE & CO (1905), LIMITED—Petn for winding up, presented Jan 23, directed to be heard on Feb 11. Carter & Bell, Idol ln, Eastcheap, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 10

HENRY L. PETERS & CO, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to James Frank Peters, 52, Brown st, Manchester. Grundy & Co, Manchester, solors to liquidator

O. S. FRECK & CO, LIMITED—Petn for winding up, presented Jan 20, directed to be heard at the County Court House, St Peter's gate, Nottingham, on Feb 21. Rorke & Jackson, Nottingham, solors to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 20

FULLY & FORD, LIMITED—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Francis Joseph Saffery, 14, Old Jewry chmbrs. Soames & Co, Norfolk st, Strand, solors for liquidator

YORKSHIRE PROVIDENT LIFE ASSURANCE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 4, to send their names and addresses, and particulars of their debts or claims, to Mr Frederick Musgatroyd, Duchy chmbrs, Clarence st, Manchester. Battersby, Southport, solor to liquidator

"Z" ELECTRIC LAMP SYNDICATE, LIMITED—Creditors are required, on or before March 2 to send their names and addresses, and the particulars of their debts or claims, to Mr H. J. Owens, Orient House, New Broad st

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Feb. 4.

ALEXANDRA HOTEL CO (SALTBURN BY THE SEA), LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to James Hynd, 9, Station rd, Redcar, liquidator

ATLAS VACUUM CLEANING CO, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to Fred Vaughan, 94, Market st, Manchester, liquidator

BLACK HILL BRICK AND TERRA COTTA CO, LIMITED—Creditors are required, on or before March 2, to send their names and addresses, and the particulars of their debts or claims to Alfred Pilling, 23, Acresfield, Bolton, liquidator

BRITISH MOTOR 'BUS TRUST LIMITED—Creditors are required, on or before March 16, to send their names and addresses, and particulars of their debts or claims, to Mr Caesar Schlesinger and Mr John R. J. Neild, c, Old Jewry. Abrahams & Co, Tokenhouse yard, solors for liquidators

BRITISH TRANSVAAL MINES, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to Robert Warner, 10, Walbrook, liquidator

CAVITY VENTILATING BUILDING BLOCK SYNDICATE, LIMITED—Creditors are required, on or before Feb 25, to send their names and addresses, and the particulars of their debts or claims, to John Clifford Bright, 24, Martins ln, Cannon st. Howard, Abchurch ln, solor for liquidator

COCOA CREEK MINES, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to E T Evans, Duncain House, Basinghall av, liquidator

COUPON AGENCY, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Eric F Smith, 113, Wool Exchange, Basinghall st. Seaton & Co, Gray's inn sq, solors to liquidator

MAUDE & MURDOCH, LIMITED—Creditors are required, on or before Feb 19, to send their names and addresses, and the particulars of their debts or claims, to James Walter Thompson, 71, Albion st, Leeds. Overend, Leeds, solor to liquidator

OTTOS KOPJE DIAMOND MINES 1903), LIMITED—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Thomas William Carr, Ethelburga House, 70 and 71, Bishopsgate st. Hargraves, Coleman st, solor to liquidator

PICTORIAL POST CARD CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 29, to send their names and addresses, and the particulars of their debts or claims, to E. Harper Stringer, 110, Cannon st

The Property Mart.

Result of Sale.

REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale (No. 892) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold at the prices named, the total amount realized being £8,305:

ABSOLUTE REVERSION:		
To £500	Sold	£330
To £2,000	"	3,200
FULLY-PAID POLICY for £11,000	"	4,175
POLICY OF ASSURANCE for £1,000	"	500

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, Feb. 10	Mr. Greswell	Mr. Church	Mr. Beal	Mr. Bloxam
Tuesday 11	Bloxam	Tindal King	Farmer	Borrer
Wednesday 12	Tindal King	Church	Beal	Bloxam
Thursday 13	Theed	Tindal King	Farmer	Borrer
Friday 14	Goldschmidt	Church	Beal	Bloxam
Saturday..... 15	Leach	Tindal King	Farmer	Borrer

Date,	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday, Feb. 10	Mr. Theed	Mr. Synge	Mr. Leach	Mr. Goldschmidt
Tuesday 11	Goldschmidt	Leach	Greswell	Theed
Wednesday 12	Theed	Synge	Leach	Borrer
Thursday 13	Goldschmidt	Church	Greswell	Bloxam
Friday 14	Theed	Synge	Leach	Farmer
Saturday..... 15	Goldschmidt	Beal	Greswell	Synge

HILARY SITTINGS, 1908.

[REVISED EDITION.]

COURT OF APPEAL.

APPEAL COURT I.

King's Bench Division (Final List) will be proceeded with on and after Monday, the 13th of January.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

APPEAL COURT II.

Chancery Division (Final List) will be proceeded with on and after Monday, the 13th of January.

Other Business to be taken in this Court will, from time to time, be announced in the Daily Cause List.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

CHANCERY COURT I.

MR. JUSTICE SWINFEN EADY.

Except when other Business is advertised in the Daily Cause List Mr. Justice SWINFEN EADY will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT IV.

MR. JUSTICE PARKER.

Except when other Business is advertised in the Daily Cause List Mr. Justice PARKER will take Actions with Witnesses daily throughout the Sittings.

CHANCERY COURT II.

MR. JUSTICE WARRINGTON.

Sat., Jan. 11	Motions
Monday..... 13	Sitting in chambers
Tuesday..... 14	Non-wit list and pt hd witness act
Wednesday 15	Non-wit list
Thursday .. 16	
Friday 17	Mots and non-wit list
Saturday ...18	Sht caus, pets, and non-wit list
Monday 20	Sitting in chambers
Tuesday ...21	
Wednesday 22	Non-wit list
Thursday ...23	
Friday 24	Mots and non-wit list
Saturday ...25	Sht caus, pets, and non-wit list
Monday.....27.	Sitting in chambers
Tuesday ...28	
Wednesday 29	Non-wit list
Thursday . 30	
Friday ... 31	Mots and non-wit list
Sat., Feb. . 1	Sht caus, pets, and non-wit list
Monday 3	Sitting in chambers
Tuesday 4	
Wednesday . 5	Non-wit list
Thursday ... 6	
Friday 7	Mots and non-wit list
Saturday ... 8	Sht caus, pets, and non-wit list
Monday ... 10	Sitting in chambers
Tuesday ...11	
Wednesday 12	Non-wit list
Thursday ...13	
Friday 14	Mots and non-wit list
Saturday ...15	Sht caus, pets, and non-wit list
Monday.....17	Sitting in chambers
Tuesday ...18	
Wednesday 19	Non-wit list
Thursday ...20	
Friday 21	Mots and non-wit list
Saturday ...22	Sht caus, pets, and non-wit list
Monday ...24	Sitting in chambers
Tuesday ...25	
Wednesday 26	Non-wit list
Thursday ...27	
Friday 28	Mots and non-wit list
Saturday ...29	Sht caus, pets, and non-wit list
Mon., Mar. 2	Sitting in chambers
Tuesday ... 3	
Wednesday 4	Non-wit list
Thursday .. 5	
Friday 6	Mots and non-wit list
Saturday ... 7	Sht caus, pets, and non-wit list
Monday..... 9	Sitting in chambers
Tuesday ...10	
Wednesday 11	Non-wit list
Thursday ...12	
Friday 13	Mots and non-wit list
Saturday ...14	Sht caus, pets, and non-wit list
Monday... 16	Sitting in chambers
Tuesday....17	
Wednesday 18	Non-wit list
Thursday ...19	
Friday 20	Mots and non-wit list
Saturday ... 21	Sht caus, pets, and non-wit list
Monday ... 23	Sitting in chambers
Tuesday .. 24	
Wednesday 25	Non-wit list
Thursday .. 26	
Friday 27	Mots and non-wit list
Saturday ... 28	Sht caus, pets, and non-wit list
Monday..... 30	Sitting in chambers
Tuesday..... 31	
Wed., Apr. 1	Non-wit list
Thursday .. 2	
Friday 3	Mots and non-wit list
Saturday ... 4	Sht caus, pets, and non-wit list
Monday 6	Sitting in chambers
Tuesday 7	
Wednesday 8	Non-wit list
Thursday .. 9	
Friday 10	Mots and non-wit list
Saturday ... 11	Sht caus, pets, and non-wit list
Monday ... 13	Sitting in chambers
Tuesday .. 14	Non-wit list
Wednesday 15	

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers, including two copies of the minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Sat., Jan. 11 . Motions
Monday.....13...Sitting in chambers
Tuesday ...14 { Companies Acts and non-wit list
Wednesday 15 { Non-wit list
Thursday ...16 {
Friday .....17.. Mots and non-wit list
Saturday ...18 { Sht caus, pets, and non-wit list
Monday..... 20...Sitting in chambers
Tuesday 21 { Companies Acts and non-wit list
Wednesday 22 { Non-wit list
Thursday ...23 {
Friday .....24.. Mots and non-wit list
Saturday .. 25 { Sht caus, pets, and non-wit list
Monday.....27...Sitting in chambers
Tuesday .. 28 { Companies Acts and non-wit list
Wednesday 29 { Non-wit list
Thursday ...30 {
Friday ..... 31 Mots and non-wit list
Sat., Feb. 1 { Sht caus, pets, and non-wit list
Monday..... 3...Sitting in chambers
Tuesday ... 4 { Companies Acts and non-wit list
Wednesday 5 { Non-wit list
Thursday ... 6 {
Friday ..... 7 . Mots and non-wit list
Saturday ... 8 { sht caus, pets, and non-wit list
Monday .....10 . Sitting in chambers
Tuesday ...11 { Companies Acts and non-wit list
Wednesday 12 { Non-wit list
Thursday .. 13 {
Friday .....14...Mots and non-wit list
Saturday ...15 { Sht caus, pets, and non-wit list
Monday... 17.. Sitting in chambers
Tuesday.....18 { Companies Acts and non-wit list
Wednesday 19 { Non-wit list
Thursday . 20 {
Friday ..... 21...Mots and non-wit list
Saturday ...22 { Sht caus, pets, and non-wit list
Monday.....24 Sitting in chambers
Tuesday ...23 { Companies Acts and non-wit list
Wednesday 26 { Non-wit list
Thursday .. 27 {
Friday ..... 28 Mots and non-wit list
Saturday .. 29 { Sht caus, pets, and non-wit list
Mon. Mar. 2...Sitting in chambers
Tuesday ... 3 { Companies Acts and non-wit list
Wedne day 4 { Non-wit list
Th ursday ... 5 {
Friday ..... 6 Mots and non-wit list
Saturday ... 7 { Sht caus, pets, and non-wit list
Monday..... 9 ..Sitting in chambers
Tuesday ..10 { Companies Acts and non-wit list
Wednesday 11 { Non-wit list
Thursday ...12 {
Friday ..... 13 Mots and non-wit list
Saturday ...14 { Sht caus, pets, and non-wit list
Monday.....16 Sitting in chambers
Tuesday ...17 { Companies Acts and non-wit list
Wednesday 18 { Non-wit list
Thursday ..19 {
Friday ..... 20 Mots and non-wit list
Saturday ...21 { Sht caus, pets, and non-wit list
Monday.....23 Sitting in chambers
Tuesday ..24 { Companies Acts and non-wit list
Wednesday 25 { Non-wit list
Thursday ...26 {
Friday .....27.. Mots and non-wit list
Saturday ...28 { ht caus, pets, and non-wit list
Monday.....30...Sitting in chambers
Tuesday 31 { Companies Acts and non-wit list
Wed., Apr. 1 { Non-wit list
Thursday ... 2 {
Friday ..... 3 .. Mots and non-wit list
Saturday .. 4 { Sht caus, pets, and non-wit list
Monday..... 6 ..Sitting in chambers
Tue day ... 7 { Companies Acts and non-wit list
Wednesday 8 { Non-wit list
Thursday ... 9 {
Friday .....10...Mots and non-wit list
Saturday ...11 { Sht caus, pets, and non-wit list
Monday..... 13 Sitting in chambers
Tuesday .. 14 { Companies Acts and non-wit list
Wednesday 15 . Non-wit list

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N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk not less than one clear day before the further consideration is ready to come into the paper.

KING'S BENCH COURT.

MR. JUSTICE EVE.

Mon., Jan. 13 . Sitting in chambers
Tuesday.....14 . Mots and gen pa
Wednesday 15 { General paper
Thursday ...16 {
Friday .....17 . Mots and gen pa
Saturday ...18 { Liverpool and Manchester business
Monday..... 20...Sitting in chambers
Tuesday .. 21...Sht caus, pets, and gen pa
Wednesday 23 { General paper
Thursday ...23 {
Friday ..... 24 Mots and gen pa
Saturday ...25 ..Sht caus, pets, and gen pa
Monday.....27..Sitting in chambers
Tuesday ...28 {
Wednesday 29 { General paper
Thursday ...30 {
Friday .....31 Mots and gen pa
Sat , Feb. 1 { Manchester and Liverpool business
Monday..... 3...Sitting in chambers
Tuesday ... 4 . Sht caus, pets, and gen pa
Wednesday 5 { General paper
Thursday ... 6 {
Friday ..... 7 .. Mots and gen pa
Saturday ... 8 ..Sht caus, pets, and gen pa
Monday.....10 Sitting in chambers
Tuesday ...11 {
Wednesday 12 { General paper
Thursday ...13 {
Friday .....14 Mots and gen pa
Saturday ...15 { Liverpool and Manchester business
Monday... 17...Sitting in chambers
Tuesday ..18...Sht caus, pets, and gen pa
Wednesday 19 { General paper
Thursday .. 20 {
Friday .....21 ..Mots and gen pa
Saturday ...22 Sht caus, pets, and gen pa
Monday.... 24 . Sitting in chambers
Tuesday ...25 {
Wednesday 26 { General paper
Thursday ...27 {
Friday .....28 Mots and gen pa
Saturday ...29 { Manchester and Liverpool business
Mon., Mar. 2 Sitting in chambers
Tuesday ... 3...Sht caus, pets, and gen pa
Wednesday 4 { General paper
Thursday ... 5 {
Friday ... .. 6 . Mots and gen pa
Saturday ... 7...Sht caus, pets, and gen pa
Monday ... 9 Sitting in chambers
Tuesday . 10 {
Wednesday 11 { General paper
Thursday .. 12 {
Friday .....13 Mots and gen pa
Saturday .. 14 { Liverpool and Manchester business
Monday.....16...Sitting in chambers
Tuesday ... 17 Sht caus, pets, and gen pa
Wednesday 18 { General paper
Thursday 19 {
Friday .....20 Mots and gen pa
Saturday ...21 Sht caus, pets, and gen pa
Monday... 23 . Sitting in chambers
Tuesday ...24 {
Wednesday 25 { General paper
Thursday ...26 {
Friday .....27 ..Mots and gen pa
Saturday ...28 { Manchester and Liverpool business
Monday .. ..30...Sitting in chambers
Tuesday ...31 Sht caus, pets, and gen pa
Wed., Apr. 1 { General paper
Thursday ... 2 {
Friday ..... 3 ..Mots and gen pa
Saturday ... 4 ..Sht caus, pets, and gen pa
Monday..... 6...Sitting in chambers
Tuesday ... 7 {
Wednesday 8 { General paper
Thursday ... 9 {
Friday .....10 Mots and gen pa
Saturday ...11 { Liverpool and Manchester business
Monday .....13 . Sitting in chambers
Tuesday ... ...14 . Sht caus, pets, and gen pa
Wednesday 15 . General paper

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.:—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

High Court of Justice.—King's Bench Division.

HILARY SITTINGS, 1908.

[REVISED.]

Dates.	Lord Chief Justice.	Grantham, J.	Lawrance, J.	Ridley, J.	Bigham, J.	Darling, J.	Channell, J.	Phillimore, J.	Bucknill, J.	Walton, J.	Jelf, J.	Bray, J.	A. T. Lawrence, J.	Sutton, J.	Pickford, J.	Lord Coleridge, J.
1908. Jan. 11	S.E. Circuit	Nisi Prius	Nisi Prius	Nisi Prius	Commercial List and Bankruptcy (Jens. Ct. Ct. intervening and proceeding)	Nisi Prius	Nisi Prius	Div. Court	Western Circuit	Div. Court	Nisi Prius	N. Wales Circuit 1st Part	S. Wales Circuit 1st Part	Nisi Prius	Nisi Prius	Chambers
" 13	"	Oxford Circuit	"	"	"	"	"	"	"	"	Chambers	Nisi Prius Rev Cases & Pets under Licensing Act, 1904	"	"	"	Western Circuit
" 29	"	"	Midland Circuit	Northern Circuit	"	Div. Court	N.E. Circuit	(Com. Cri. Ct. intervening)	Nisi Prius	3.R. Circuit	Nisi Prius	"	Nisi Prius and Rly and Canal Commission	N.E. Circuit	Northern Circuit	"
" 31	"	"	"	"	Midland Circuit	"	"	Nisi Prius	(Com. Cri. Ct. intervening)	Commercial List	Oxford Circuit	N. Wales Circuit 2nd Part	S. Wales Circuit 2nd Part	Nisi Prius	"	"
Feb. 5	Div. Court	"	"	"	"	"	"	"	"	Div. Court	"	"	Div. Court	"	"	"
" 7	"	"	"	"	"	"	"	"	Western Circuit	"	Nisi Prius (Cos Cri Ct. intervening)	Nisi Prius	"	"	"	"
" 12	"	"	"	Northern Circuit	"	"	N.E. Circuit	"	Nisi Prius	"	"	"	"	"	"	"
" 18	"	"	"	"	"	Div. Court	"	"	"	"	"	"	"	"	"	"
" 19	"	"	"	"	Commercial List	"	"	"	"	"	"	"	"	"	"	"
" 20	Nisi Prius	Nisi Prius	Nisi Prius	Nisi Prius	"	Nisi Prius	Nisi Prius	Div. Court	"	"	"	"	"	"	Nisi Prius	"
March 3	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 4	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 5	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 9	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 16	Div. Court	Nisi Prius	Nisi Prius	Nisi Prius	"	Div. Court	Nisi Prius	Div. Court	"	"	"	"	"	"	"	"
" 30	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
April 3	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

Circuits of the Judges.

[Second Edition.]

The following Judges will remain in town: Darling, J., and Phillimore, J., during the whole of the Circuits; the other Judges till their respective commission days.

Notice.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

WINTER ASSIZES, 1908.	S. Eastern.	Oxford.	Midland.	Northern.	N. Eastern.	Western.	N. Wales, Chester, and Glamorgan.	S. Wales and Chester.
Commission Days.	L. C. J. of England (1) Walton, J. (2)	Grantham, J. (1) Jelf, J. (2)	Lawrance, J. (1) Bigham, J. (2)	Ridley, J. (2) Pickford, J. (1)	Channell, J. Sutton, J.	Bucknill, J (1) Lord Coleridge, J. (2)	Bray, J.	A. T. Lawrence, J.
Saturday Jan. 11	Huntingdon					Devizes	Welshpool	Haverfordwest
Tuesday „ 14	Cambridge							
Wednesday „ 15	Thurs., Jan. 16					Dorchester	Dolgelly	Lampeter
Thursday „ 16							Carnarvon	
Friday „ 17								Carmarthen
Saturday „ 18	Ipswich					Taunton		
Monday „ 20	Tues., Jan. 21					Tues., Jan. 21	Beaumaris	
Wednesday „ 22							Ruthin	Brecon
Friday „ 24	Norwich					Bodmin		
Saturday „ 25	Tues., Jan. 28							Presteign
Monday „ 27							Mold	
Tuesday „ 28								(End)
Wednesday „ 29		Reading				Exeter 2		
Friday „ 31	Chelmsford		Aylesbury	Appleby			(End)	
Saturday Feb. 1	Wed., Feb. 5	Oxford						
Monday „ 3				Carlisle				
Tuesday „ 4			Bedford			Winchester 2		
Friday „ 7	Hertford	Worcester	Northampton	Lancaster				
	Mon., Feb. 10							
Tuesday „ 11	Lewes		Leicester			Bristol 2		
Wednesday „ 12	Fri., Feb. 14			Manchester 2				
Thursday „ 13		Gloucester						
Saturday „ 15			Oakham					
Monday „ 17			Lincoln					
Tuesday „ 18					Newcastle 2			
Wednesday „ 19	Maidstone					(End)		
Thursday „ 20	Mon., Feb. 24	Monmouth						
Monday „ 24			Derby					
Tuesday „ 25					Durham 2			
Wednesday „ 26	Guildford	Hereford						
Thursday „ 27	Sat., Feb. 29							
Saturday „ 29	(End)	Shrewsbury		Liverpool 2				
Mon., March 2			Nottingham 2					
Thursday „ 5		Stafford			York 2			
Friday „ 6			Warwick					
Saturday „ 7							Chester 2	
Tuesday „ 10					Leeds 2			
Thursday „ 12		Birmingham 2		(End)				
Saturday „ 14							Cardiff 2	
Thursday „ 26		(End)			(End)		(End)	

Bankruptcy Notices.

London Gazette.—Friday, Jan 31.

RECEIVING ORDERS.

Adams, Noah, Gorton, Manchester, Confectioner Manchester Pet Jan 28 Ord Jan 28

Allen, T A, Wellington chmbrs, London Bridge, Provision Merchant High Court Pet Oct 8 Ord Jan 29

Ball, Hugo, Kiddlestitch, nr Uttoxeter, Farmer Burton on Trent Pet Jan 27 Ord Jan 27

Barter, Frank James, Frome, Somerset, Baker Frome Pet Jan 18 Ord Jan 28

Barnes, Oliver, Retford, Cycle Maker Lincoln Pet Jan 28 Ord Jan 28

Bate, Frank, South Benfleet, Essex, Licensed Victualler High Court Pet Dec 31 Ord Jan 28

Bell, Edwin, Aldgate High st, Builder High Court Pet Dec 31 Ord Jan 28

Boggis, James Alexander, Fulham rd, Ironmonger High Court Pet Dec 30 Ord Jan 28

Booth, Richard, Castellain mans, Maida Hill High Court Pet Jan 7 Ord Jan 28

Bowen, William Allan, Park pl, St. James's High Court Pet Dec 23 Ord Jan 28

Bright, Thomas George, Brentwood, Essex, Cycle Maker Chelmsford Pet Jan 27 Ord Jan 27

Brust, Fred, Bristol, Butcher Bristol Pet Jan 29 Ord Jan 29

Burnand, Cyril Berkeley, Bedford, Stockbroker Bedford Pet Dec 20 Ord Jan 3

Chester. John Henry, Maxborough, Yorks, Plumber Sheffield Pet Jan 28 Ord Jan 28

Colebrook, Thomas, Fleetwood, Lancs, Oil Manufacturer's Assistant Preston Pet Jan 29 Ord Jan 29

Colman, Frederick, The Brook, Liverpool Liverpool Pet Jan 10 Ord Jan 29

Cook, Thomas, Gloucester, Riding Master Gloucester Pet Jan 29 Ord Jan 29

Cornrich, A R, Mark in, Merchant High Court Pet Nov 5 Ord Jan 27

Cribb, Charles William, Gt Grimsby Gt Grimsby Pet Jan 29 Ord Jan 29

Davis, Harry Sidney, Portsdown rd, Maida Vale, Bookmaker High Court Pet Dec 9 Ord Jan 28

Dobbs, Philip, Burley, Glos, Fruit Dealer Gloucester Pet Jan 24 Ord Jan 25

Ellis, Evan, Tonypandy, Glam, Collier Pontypridd Pet Jan 29 Ord Jan 29

Ellis, James, Coventry, Baker Coventry Pet Jan 27 Ord Jan 27

Elmer, Ernest Henry John, Park avenue rd, Tottenham, Dairyman Edmonton Pet Jan 23 Ord Jan 28

Evans, David Thomas, Trosdyrhiw, Glam, Hawker Merthyr Tydfil Pet Jan 28 Ord Jan 28

Everson, James, Merthyr Tydfil, Builder Merthyr Tydfil Pet Jan 29 Ord Jan 29

Garget, Robert, Heywood, Lancs, Draper Bolton Pet Jan 28 Ord Jan 28

Gilbert, Walter, Swinford, nr Lutterworth, Leicester, Farmer Leicester Pet Jan 15 Ord Jan 28

Goff, G & J, Stoke upon Trent, Staffs, Earthenware Manufacturers Stoke upon Trent Pet Jan 18 Ord Jan 18

Gorstige, Henry, Farnley Tyas, nr Huddersfield, Farmer Huddersfield Pet Jan 29 Ord Jan 29

Green, Joseph, Salford, Lancs, Beer Retailer Salford Pet Jan 29 Ord Jan 29

Hall, George, Gt Grimsby, General Dealer Gt Grimsby Pet Jan 28 Ord Jan 28

Hills, Thomas Herbert, Blackheath, Manufacturing Chemist Greenwich Pet Nov 14 Ord Dec 17

Isham, George Herbert, Brackley, Butcher Banbury Pet Jan 27 Ord Jan 27

Joy, Henry James, Poole, Dorset, Cycle Dealer Poole Pet Jan 29 Ord Jan 29

Kennedy, Thomas, Middlesbrough, Builder Middlesbrough Pet Jan 27 Ord Jan 27

Leavesley, Arthur, Norton Canes, Staffs, Farmer Walsall Pet Jan 24 Ord Jan 24

Littler, James, Reddish, Wheelwright Stockport Pet Jan 29 Ord Jan 29

Lodge, Henry, Sunderland, Butcher Sunderland Pet Jan 25 Ord Jan 25

McKay, Peter Louis, Pemberton rd, Harringay, Commercial Traveller and Milliner High Court Pet Jan 29 Ord Jan 29

Moore, George Henry Waller, Lowestoft, Baker Gt Yarmouth Pet Jan 29 Ord Jan 29

Morrell, Arthur, Cheadle, Cheshire, Coach Proprietor Stockport Pet Jan 9 Ord Jan 29

Moulden, John, Highworth, Wilts, Market Gardener Swindon Pet Jan 27 Ord Jan 27

Pantlin, Louis Alfred, Corporation chmbrs, Guildhall yd, Surveyor High Court Pet Nov 2 Ord Dec 18

Pierce, F, HM Coastguard, Waterford, Ireland High Court Pet Jan 8 Ord Jan 29

Phillips, William John Edward Ferdinick Burns, Newhaven, Sussex, Fancy Draper Lewes Pet Jan 27 Ord Jan 27

Rayner, Edward Howard, Swanley Junction, Kent Rochester Pet Dec 17 Ord Jan 27

Robins, A G, Gt Yarmouth, Butcher Gt Yarmouth Pet Jan 16 Ord Jan 29

Shaw, John Spencer, Eastbourne High Court Pet Nov 23 Ord Jan 27

Short, Thomas Howard, Ashted, Birmingham, Merchant Birmingham Pet Jan 9 Ord Jan 28

Smart, Charles James, New Brighton, Emsworth, Hants, Wheelwright Portsmouth Pet Jan 25 Ord Jan 25

Sprung, Moses Harris, Petherton rd, Canonbury, Stick Mounter High Court Pet Jan 8 Ord Jan 27

Thomas, Hugh, Dyffryn Twrog, Upper Llandwrog, Carnarvon, Quarryman Bangor Pet Jan 28 Ord Jan 28

Thomas, John, Pontardulais, Glam, Grocer Swansea Pet Jan 29 Ord Jan 29

Tipper, George, Leytonstone, Commercial Clerk High Court Pet Dec 14 Ord Jan 27

Toms, Francis Arthur, Copnor, Portsmouth, Copper Smith Portsmouth Pet Jan 27 Ord Jan 27

Tucker, Frank Henry, Bournemouth, Boarding House Proprietor Poole Pet Dec 14 Ord Jan 27

Watkinson, Edward Robert, Tickhill, nr Rotherham, Yorks, Publican Sheffield Pet Jan 28 Ord Jan 28

Williams, Alexander Francis, Canterbury, Plumber Canterbury Pet Jan 29 Ord Jan 29

Wilman, William Bisbett Procter, Silverdale, Lancs, Licensed Victualler Preston Pet Jan 28 Ord Jan 28

Wilson, John, Redhill, Surrey, Tailor Croydon Pet Jan 29 Ord Jan 29

Worley, Joseph, High Wycombe, General Carrier Aylesbury Pet Jan 27 Ord Jan 27

Amended notice substituted for that published in the London Gazette of Jan 24:

Chappell, F W, Bristol, Printer Bristol Pet Dec 18 Ord Jan 22

FIRST MEETINGS.

Adcock, Joseph, Walsall, Brush Manufacturer Feb 19 at 3.30 Off Rec, Wolverhampton

ALLEN, T A, Wellington chmbrs London Bridge, Provision Merchant Feb 13 at 11 Bankruptcy bldgs, Carey st
BASHER, OLIVER, Retford, Notts, Cycle Maker Feb 12 at 12 Off Rec, 31, Silver st, Lincoln
BATE, FRANK, South Benfleet, Essex, Licensed Victualler Feb 11 at 12 Bankruptcy bldgs, Carey st
BAXTER, ARTHUR GEORGE, King's Lynn, Norfolk, Seedsman Feb 20 at 10.15 Court house, King's Lynn
BELL, EDWIN, Aldgate High st, Builder Feb 11 at 1 Bankruptcy bldgs, Carey st
BENNET, JAMES KINGSBURY, Blandford, Dorset, Butcher Feb 11 at 12.30 Off Rec, City chmbrs, Catherine st, Salisbury
BOGGIS, JAMES ALEXANDER, Fulham rd, Ironmonger Feb 11 at 11 Bankruptcy bldgs, Carey st
BOOTH, RICHARD, Castellain mans, Maida Hill Feb 10 at 1 Bankruptcy bldgs, Carey st
CADMAN, JOHN THOMAS, Wolverhampton, Licensed Victualler Feb 10 at 3 Off Rec, Wolverhampton
COCKRELL, FREDERICK, Gorleston, Gt Yarmouth, Builder Feb 8 at 12.30 Off Rec, 8, King st, Norwich
CORNICK, ALBERT EDWARD, Westham, Weymouth, Confectioner Feb 11 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury
CORNISH, A R, Mark In, Merchant Feb 10 at 11 Bankruptcy bldgs, Carey st
DOBBS, PHILIP, Bulley, Glos, Fruit Dealer Feb 8 at 12 Off Rec, Station rd, Gloucester
EVANS, JOHN, Old Colwyn, Denbigh, Ironmonger Feb 11 at 12 Crypt chmbrs, Eastgate row, Chester
GARGET, ROBERT, Heywood, Lancs, Draper Feb 12 at 3 19, Exchange st, Bolton
GILBERT, WALTER, Swiaford, nr Lutterworth, Farmer Feb 10 at 12 Off Rec, 1, Berridge st, Leicester
HAMMOND, JAMES, Higher Maddaford Farm, nr Bratton, Clovelly, Okehampton, Devon, Farmer Feb 14 at 11 7, Buckland ter, Plymouth
HICKSON, WM ISAAC, Devonport, Insurance Agent Feb 11 at 12.30 7, Buckland ter, Plymouth
JEFFERY, CHARLES, Stoke, Devonport, Professor of Music Feb 11 at 12 7, Buckland ter, Plymouth
LEAVESLEY, ARTHUR, Norton Canes, Staffs, Farmer Feb 12 at 12 Off Rec, Wolverhampton
LEECH, JOSEPH, Norton Way, Letchworth, Herts, Builder Feb 10 at 12 Bankruptcy bldgs, Carey st
MASON, GEORGE HARDY, and STEPHEN MASON, Byward st Feb 10 at 2.30 Bankruptcy bldgs, Carey st
MAUDE, THOMAS, Long Newton, nr Stockton on Tees, Salesman Feb 11 at 11 Off Rec, 8, Albert rd, Middlesbrough
MORGAN, WATCYN, Aberaman, Aberdare, Glam, Boot Dealer Feb 8 at 10.30 Off Rec, Post Office chmbrs, Pontypridd
PANTLIN, LOUIS ALFRED, Guildhall yd, Surveyor Feb 10 at 11 Bankruptcy bldgs, Carey st
PHILLIPS, WILLIAM JOHN EDWARD FREDERICK BURNS, Newhaven Fancy Draper Feb 10 at 12 Off Rec, 4, Pavilion bldgs, Brighton
PUNTER, WILLIAM EDWARD, Luton, Straw Hat Manufacturer Feb 10 at 12 Chamber of Commerce, 29, King st, Luton
RAYNER, EDWARD HOWARD, Swanley Junction, Kent Feb 10 at 12.30 115, High st, Rochester
ROBERTS, WILLIAM, Tynygroes, nr Conway, Carnarvon Feb 11 at 11.30 Crypt chmbrs, Eastgate row, Chester
ROBINSON, WILLIAM HENRY, Walsall, Printer Feb 10 at 11 30 133, Lichfield st, Walsall
SHINGLER, JOSEPH, Workington, Cumberland, Joiner Feb 10 at 3.15 Court house, Cockermouth
SHAW, CHARLES WILLIAM, JOSEPH SHAW, and ALBERT SHAW, Rochester, Dairy Farmers Feb 10 at 12.15 115, High st, Rochester
SMART, CHARLES JAMES, New Brighton, Emsworth, Hants, Wheelwright Feb 10 at 3 Off Rec, Cambridge junc, High st, Portsmouth
STEVENS, HENRY, Liverpool, Tailor Feb 11 at 11 Off Rec, 35, Victoria st, Liverpool
SWAIN, PERCY JOHN, Norwich, Photographer Feb 10 at 12.30 Off Rec, 8, King st, Norwich
TOMS, FRANCIS ARTHUR, Copnor, Portsmouth, Coppersmith Feb 10 at 4 Off Rec, Cambridge junc, High st, Portsmouth
WALL, HENRY, Lancel st, Church st, Stoke Newington, Cabinet Maker High Court Feb 10 at 12 Bankruptcy bldgs, Carey st
WATSON, JOHN THOMAS, Thornton le Clay, Yorks, Grocer Feb 10 at 3 Off Rec, The Red House, Duncombe pl, York
WILLIAMS, THOMAS, Colwyn Bay, Denbigh, Builder Feb 10 at 2.15 Imperial Hotel, Colwyn Bay
WINEY, ARTHUR JOHN, Cheltenham, Cabinet Maker Feb 8 at 3 45 County Court-bldgs, Cheltenham

ADJUDICATIONS.

ADAMS, NOAH, Gorton, Manchester, Confectioner Manchester Ord Jan 28 Pet Jan 29
BALL, HUGO, Kiddlesditch, nr Uttoxeter, Staffs, Farmer Burton on Trent Ord Jan 27 Pet Jan 27
BARTER, FRANK JAMES, Frome, Somerset, Baker Frome Ord Jan 23 Pet Jan 28
BASHER, OLIVER, Retford, Notts, Cycle Maker Lincoln Ord Jan 28 Pet Jan 28
BATE, FRANK, South Benfleet, Essex, Licensed Victualler High Court Ord Jan 28 Pet Dec 31
BRIGHT, THOMAS GEORGE, Crown st, Brentwood, Cycle Maker Chelmsford Ord Jan 27 Pet Jan 27
BRUNT, FRED, Bristol, Butcher Bristol Ord Jan 29 Pet Jan 24
CHANDLER, JAMES HARVEY, Praed st, Paddington, Athletic Outfitter High Court Pet Dec 23 Ord Jan 27
CHAPPELL, F W, Bristol, Stationer Bristol Pet Dec 18 Ord Jan 24
CHESTER, JOHN HENRY, Mexborough, Yorks, Plumber Sheffield Pet Jan 28 Ord Jan 28
COLEBROOK, THOMAS, Fleetwood, Lancs, Oil Manufacturer's Assistant Preston Pet Jan 29 Ord Jan 29
COLES, WILLIAM, Plumstead Greenwich Pet Dec 13 Ord Jan 28
COOK, THOMAS, Gloucester, Riding Master Gloucester Pet Jan 29 Ord Jan 29
CRIBB, CHARLES WILLIAM, Gt Grimsby Gt Grimsby Pet Jan 29 Ord Jan 29
EHRENTRAUT, CARL GOTTHOLD WALTHER, Birmingham, Licensed Victualler Birmingham Pet Nov 27 Ord Jan 25
ELLIS, EVAN, Tonypandy, Glam, Collier Pontypridd Pet Jan 29 Ord Jan 29
ELLIS, JAMES, Coventry, Baker Coventry Pet Jan 27 Ord Jan 28
ELMER, ERNEST HENRY JOHN, Park av rd, Tottenham, Dairyman Edmonton Pet Jan 28 Ord Jan 28
EVANS, DAVID THOMAS, Troedyrhiw, Glam, Hawker Merthyr Tydfil Pet Jan 28 Ord Jan 28
EVERSON, JAMES, Merthyr Tydfil, Builder Merthyr Tydfil Pet Jan 29 Ord Jan 29
GARGET, ROBERT, Heywood, Lancs, Draper Bolton Pet Jan 28 Ord Jan 28
GOFF, GEORGE, Stoke upon Trent, Earthenware Manufacturer Stoke upon Trent Pet Jan 18 Ord Jan 18
GORSTICH, HENRY, Farnley Tyas, nr Huddersfield, Farmer Huddersfield Pet Jan 29 Ord Jan 29
GREEN, JOSEPH, Salford, Lancs, Beer Retailer Salford Pet Jan 29 Ord Jan 29
HALL, GEORGE, Gt Grimsby, General Dealer Gt Grimsby Pet Jan 28 Ord Jan 28
HARDCASTLE, WILLIAM, Worship st, Financial Agent High Court Pet Dec 4 Ord Jan 25
HARDING, ALBERT ERNEST, Landport, Hants, Fancy Goods Dealer Portsmouth Pet Jan 7 Ord Jan 24
HOBY, GEORGE EDWIN, H M Prison, Wakefield Barnsley Pet Dec 14 Ord Jan 27
JOY, HENRY JAMES, Poole, Dorset, Cycle Dealer Poole Pet Jan 29 Ord Jan 29
KENNEDY, THOMAS, Middlesbrough, Joiner Middlesbrough Pet Jan 27 Ord Jan 27
LEAVESLEY, ARTHUR, Norton Canes, Staffs, Farmer Walsall Pet Jan 24 Ord Jan 24
LODGE, HENRY, Sunderland, Butcher Sunderland Pet Jan 25 Ord Jan 25
MCKAY, PETER LOGIE, Pemberton rd, Harringay, Commercial Traveller High Court Pet Jan 29 Ord Jan 29
MOORE, GEORGE HENRY WALLER, Lowestoft, Baker Gt Yarmouth Pet Jan 29 Ord Jan 29
MOULDEN, JOHN, Highworth, Wilts, Market Gardener Swindon Pet Jan 27 Ord Jan 27
MURRAY, HERBERT, New Cross rd, Baker Greenwich Pet Dec 21 Ord Jan 28
NORRIS, E J, Teddington, Builder Kingston, Surrey Pet Dec 11 Ord Jan 27
PEACOCK, ALICE, Leighton Buzzard, Beds, Confectioner Luton Pet Jan 3 Ord Jan 29
PHILLIPS, WILLIAM JOHN EDWARD FREDERICK BURNS, Newhaven, Fancy Draper Lewes Pet Jan 27 Ord Jan 27
ROWLANDS, RICHARD, Green st, Bethnal Green, Dairyman High Court Pet Nov 14 Ord Jan 28
SABIENI, JACOB, Cleve bldgs, Boundary st, Shoreditch, Grocer's Assistant High Court Pet Jan 21 Ord Jan 28
SHORT, THOMAS HOWARD, Ashted, Birmingham, Salt Merchant Birmingham Pet Jan 9 Ord Jan 29
SMART, CHARLES JAMES, Emsworth, Hants, Wheelwright Portsmouth Pet Jan 25 Ord Jan 25
THOMAS, JOHN, Pontardulais, Glam, Grocer Swansea Pet Jan 29 Ord Jan 29
THOMAS, HUGH, Upper Llandwrog, Carnarvon, Quarryman Bangor Pet Jan 28 Ord Jan 28
TOMS, FRANCIS ARTHUR, Copnor, Portsmouth, Copper Smith Portsmouth Pet Jan 27 Ord Jan 27
WATKINSON, EDWARD ROBERT, Tickhill, nr Rotherham, Publican Sheffield Pet Jan 28 Ord Jan 28
WILLIAMS, ALEXANDER FRANCIS, Canterbury, Plumber Canterbury Pet Jan 29 Ord Jan 29
WILMAN, WILLIAM BIRKETT PROCTER, Silverdale, Lancs, Licensed Victualler Preston Pet Jan 28 Ord Jan 28
WILSON, JOHN, Redhill, Surrey, Tailor Croydon Pet Jan 29 Ord Jan 29
WINGFIELD, MAURICE FFOLLIOTT RHYS, Piccadilly High Court Pet Nov 9 Ord Jan 27
WORLEY, JOSEPH, High Wycombe, Bucks, General Carrier Aylesbury Pet Jan 27 Ord Jan 27

Amended notice substituted for that published in the London Gazette of Jan 10:

CROWN, ALFRED, Bournemouth, Tailor Poole Pet Dec 23 Ord Dec 23

ADJUDICATION ANNULLED.

HONOUR, VICTOR, Maddox st, Regent st, Financial Agent High Court Adjud Nov 27, 1903 Annul Nov 11, 1907

London Gazette.—TUESDAY, Feb. 4.

RECEIVING ORDERS.

BANKS, ALBERT, Cleckheaton, Yorks, Hardware Merchant Bradford Pet Feb 1 Ord Feb 1
BARNES, RICHARD, Reddish, Lancs, Greengrocer Stockport Pet Jan 31 Ord Jan 31
BETTERIDGE, JAMES, and ALFRED FEATHERSTONE, Parkstone, Dorset, Builders Poole Pet Jan 31 Ord Jan 31
BIGGS, GEORGE WILLIAM, Cowes, Isle of Wight, Marine Store Dealer Newport Pet Jan 28 Ord Jan 28
BRAITHWAITE, ROBERT, New Bridge, Wirksworth, Derby, Baker Derby Pet Jan 31 Ord Jan 31
BUDD, HARRY BENTINCK, East Grinstead, Sussex Tunbridge Wells Pet Jan 31 Ord Jan 31
BUSH, REGINALD EDWARD, Eaton, Norwich, Baker Norwich Pet Jan 30 Ord Jan 30
BUTT, SIDNEY, and JOSIAH BUTT, Skewen, nr Neath, Glam, Dealers in Wall Paper Neath Pet Jan 31 Ord Jan 31
CARTWRIGHT, JOHN, Stafford Stafford Pet Jan 31 Ord Jan 31
COLE, CHARLES MONTAGUE, Leyton, Corn Dealer High Court Pet Jan 30 Ord Jan 30
CONYERS, WILLIAM, Bridlington, Yorks, Licensed Victualler Scarborough Pet Jan 27 Ord Jan 30
DAVIS, FREDERICK CHARLES, Cannon st, Builder High Court Pet Nov 29 Ord Jan 28
DODWELL, HENRY GEORGE, Cheltenham, Timber Dealer Cheltenham Pet Jan 30 Ord Jan 30
DUFFIELD, WEBSTER, Leeds, Cycle Agent Leeds Pet Dec 30 Ord Jan 31
ELNOR, WILLIAM, Nottingham Nottingham Pet Jan 30 Ord Jan 30
GOOCH, CLARA MARIA, Ipswich Ipswich Pet Jan 30 Ord Jan 30
GOVETT, SAMUEL THOMAS, St Quintin av, Ladbroke grove, Comedian High Court Pet Jan 30 Ord Jan 30
GREEN, CHARLES JOSEPH, Seaford, Sussex, Grocer Lewes Pet Jan 31 Ord Jan 31
GRIFFIN, HARRY, New Mills, Derby, Licensed Victualler Stockport Pet Jan 31 Ord Jan 31
GRIVER, THOMAS, Little York st, Bethnal Green, Cabinet Maker High Court Pet Jan 31 Ord Feb 1
GROWSE, WILLIAM HENRY, Salisbury house, London wall, Secretary to Companies High Court Pet Oct 25 Ord Jan 31
HALLENBORG, A W, Highgate rd, Kentish Town High Court Pet July 17 Ord Jan 31
HART, ERNEST, York, Builder Burnley Pet Jan 3 Ord Jan 31

JOHNSON, MATTHEW MAILE, Woodgate, Loughborough, Licensed Victualler Leicester Pet Jan 31 Ord Jan 31
JONES, WILLIAM HUGH, Aberystwyth, Cardigan, Ironmonger Aberystwyth Pet Jan 31 Ord Jan 31
LAMBERT, FRANK WILLIAM, Sheffield, Draper Sheffield Pet Jan 31 Ord Jan 31
LIGHTFOOT, EDWIN ERNEST, Luton, Straw Hat Manufacturer Luton Pet Jan 30 Ord Jan 30
LLOYD, WILLIAM-EDWARD, Reddish, Lancs, Grocer Stockport Pet Jan 27 Ord Jan 30
MAWE, HARRY, Strand, Tailor High Court Pet Jan 18 Ord Jan 31
MARSHALL, ROBERT MOORE, Latchmere rd, Lavender hill, Theatrical Manager High Court Pet Jan 29 Ord Jan 30
MILLER ARTHUR, Wembworthy, Devon, Miller Exeter Pet Jan 30 Ord Jan 30
NELSON, THOMAS BUTLER, Preston, Tin Plate Worker Preston Pet Jan 23 Ord Jan 31
NOBLE, JAMES, Leeds, Painter Leeds Pet Jan 10 Ord Jan 29
NORTON, WILLIAM, Winchcomb, Baker Cheltenham Pet Jan 31 Ord Jan 31
OLDHAM, THOMAS LAWTON, Salford, Lancs, House Decorator Salford Pet Jan 31 Ord Jan 31
ORMEROD, HOLGATE, Norden, nr Rochdale, Beerseller Rochdale Pet Jan 30 Ord Jan 30
OWEN, GEORGE EDWARD, Warmley, Erdington, Warwick, Farmer Birmingham Pet Jan 30 Ord Jan 30
PIGOTT, EDWARD, Norwich, Bricklayer Norwich Pet Feb 1 Ord Feb 1
PROVEN, HENRY HERBERT, Stockton on Tees, Second hand Furniture Dealer Stockton on Tees Pet Jan 30 Ord Jan 30
RICE, HENRY DAVID, Carlton Colville, Suffolk, Builder Gt Yarmouth Pet Jan 30 Ord Jan 30
ROBERTS, PERCY MORTON, Birkbeck Bank chmbrs, Holborn, Architect High Court Pet Jan 10 Ord Jan 30
STEPHENS, HENRY, Perranporth, Perranzabuloe, Cornwall, Carpenter Truro Pet Jan 30 Ord Jan 30
STEVENS, CHARLES RICHARD, Queen Victoria st, Solicitor High Court Pet Nov 25 Ord Jan 30
THOMAS, DAVID, Stockton on Tees, Hotel Keeper Stockton on Tees Pet Jan 20 Ord Jan 30
THOMSOGOOD, GEORGE ROBERT, Biggleswade, Beds, Dealer Bedford Pet Jan 30 Ord Jan 30
WARMINGTON, SARAH, Shillingford, Warborough, Grocer Oxford Pet Feb 1 Ord Feb 1
WHITLOCK, PERCY EDWARD, Frome, Somerset, Cycle Agent Frome Pet Jan 30 Ord Jan 30
WHITWORTH, FRANCIS JAMES and EDGAR ERNEST ARNALL, Birmingham, Engineers Birmingham Pet Feb 1 Ord Feb 1
WILES, JOHN WILLIAM, Croydon, Builder Croydon Pet Jan 30 Ord Jan 30
WILLIAMS, THOMAS, Brynmorgan Cottage, near Ystalyfera, Glam, Labourer Neath Pet Jan 31 Ord Jan 31
WINDEBANK, WILLIAM LINDOW, New Brighton, Cheshire, Licensed Victualler Preston Pet Jan 30 Ord Jan 30
WOLTERECK, HERMAN C, Edinburgh mans, Victoria st High Court Pet Nov 8 Ord Jan 30
WOOD, G C, Bread st av High Court Pet Nov 14 Ord Jan 30
WOOLFORD, HARRY, Cinderford, Glos, Collier Gloucester Pet Feb 1 Ord Feb 1
WRIGHT, WILLIAM, Nuneaton, Warwick, Builder Coventry Pet Jan 29 Ord Jan 29
YOUNG, HERBERT ARTHUR, Swindon, Wilts, Grocer Swindon Pet Jan 30 Ord Jan 30

Amended notice substituted for that published in the London Gazette of Jan 17:

DIXON, THOMAS ROBERT, Seaton Carew, Durham, Brewer Sunderland Pet Jan 15 Ord Jan 15

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL AND WEEKLY REPORTER *with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.*

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LONDON & COUNTY BANKING CO, LTD.

Registered under "The Companies Acts" Established in 1836.
CAPITAL £8,000,000, IN 100,000 SHARES OF £80 EACH.

REPORT adopted at the HALF-YEARLY ORDINARY GENERAL MEETING, *the 6th February*, 1908.

JOHN ANNAN BRYCE, Esq., M.P., in the Chair.

The Directors, in submitting to the Shareholders the Balance-sheet for the half-year ending 31st December last, have to report that, after paying interest to customers and all charges, making provision for bad and doubtful debts, and allowing £43,730 19s. 2d. for rebate on bills not due, the net profits amount to £325,849 8s. 9d. From this sum has been deducted £50,000 transferred to an Investments Depreciation Fund (raising it to £150,000, a sum sufficient to write down all the Investments to below market value). £25,000 transferred to Premises Account, and £50,000 carried to Reserve Fund (raising it to £1,600,000), leaving £200 849 8s. 9d., which, with £100,597 0s. 10d. balance brought forward from last account, leaves available the sum of £301,446 9s. 7d.

The Directors have declared a Dividend of 10 per cent. for the half-year, which will require £200,000, leaving the sum of £101,446 9s. 7d to be carried to the Profit and Loss New Account.

The present Dividend, added to that paid to 30th June, will make 20 per cent. for the year 1907.

During the half-year the old-established business of Messrs. F. Burt & Co., Foreign Bankers, of 80, Cornhill, E.C., has been absorbed, and Branches have been opened at Bournemouth, Folkestone, and elsewhere.

The Directors retiring by rotation are MR. JOHN ANNAN BRYCE, M.P., MR. CHARLES SEYMOUR GRENFELL, and MR. CHARLES JOHN HEGAN, who, being eligible, offer themselves for re-election.

The Directors have appointed the Hon. Sir ERIC BARRINGTON, K.C.B., to a seat on the Board, in the place of Mr. WILLIAM HOWARD, retired.

The Dividend, £2 per Share, free of Income Tax, will be payable at the Head Office, or at any of the Branches, on or after Monday, 17th February.

BALANCE SHEET

Of the London & County Banking Company, Limited, 31st December, 1907.

Dr.	£	s.	d.	£	s.	d.	Cr.	£	s.	d.	£	s.	d.
To Capital subscribed, 8,000,000 .....Paid up				2,000,000	0	0	By Cash at the Head Office, Branches and Agencies, and with Bank of England	7,080,294	5	11			
To Reserve Fund				1,600,000	0	0	By Loans at Call and at Short Notice	3,569,786	9	5			
To Investments Depreciation Fund				150,000	0	0					11,230,080	15	4
To Due by the Bank on Current, Deposit, and other Accounts, including provision for Contingencies				45,264,453	9	0	By Investments, viz.:— Consols registered and in Certificates, New 2½ per Cents., and National War Loan (£6,894,491 7s. 11d., of which £357,600 0s. 0d. Consols is lodged for Public Accounts); Canada 4 per Cent. Bonds, and Egyptian 3 per Cent. Bonds, Guaranteed by the British Government	6,648,080	9	10			
To Liabilities on Acceptances				4,633,448	5	8	India Government Stock and India Government Guaranteed Railway Stocks and Debentures	848,160	17	8			
Contingent Liability on Endorsements £933,023 0 0							Metropolitan and other Corporation Stocks, Debenture Bonds, English Railway Debenture Stocks and Colonial Stocks	1,737,524	10	8			
To Rebate on Bills not due carried to next Account				43,730	19	2	Other Securities	36,895	0	3			
To Net Profit for the Half-year, after making provision for Bad and Doubtful Debts	325,849	8	9								9,270,660	18	5
To Transferred to Investments Depreciation Fund	50,000	0	0				By Discounted Bills Current	7,468,353	16	3			
	275,849	8	9				By Advances to Customers at the Head Office and Branches	20,564,218	15	1			
To Transferred to Premises Account	25,000	0	0								28,032,572	11	4
	250,849	8	9				By Liabilities of Customers for Drafts accepted by the Bank (as per Contra)				4,638,448	5	8
To Carried to Reserve Fund	50,000	0	0				By Bank Premises in London and Country, with Fixtures and Fittings	851,318	12	8			
	200,849	8	9				Less Amount transferred from Profit and Loss	25,000	0	0			
To Profit and Loss Balance brought from last Account	100,597	0	10								826,318	12	8
				301,446	9	7							
				£53,998,081	3	5					£53,998,081	3	5

Profit and Loss Account.

To Interest paid to Customers	£282,904	0	10	By Balance brought forward from last Account	£100,597	0	10
To Salaries and all other Expenses at Head Office and Branches, including Income Tax on Profits and Salaries, Auditors' and Directors' Remuneration	334,718	6	0	By Gross Profit for the Half-Year, after making provision for Bad and Doubtful Debts, and including Rebate, £28,052 15s. 3d. brought from 30th June last	906,902	14	9
To Transferred to Investments Depreciation Fund	50,000	0	0				
To Transferred to the Credit of Premises Account	25,000	0	0				
To Carried to Reserve Fund	50,000	0	0				
To Rebate on Bills not due, carried to New Account	43,730	19	2				
To Dividend, 10 per cent. for the Half-year	£200,000	0	0				
To Balance carried forward	101,446	9	7				
	301,446	9	7				
	£1,007,499	15	7		£1,007,499	15	7

Examined and audited by us,

(Signed) J. ANNAN BRYCE, J. J. CATER, T. JACKSON, } Audit Committee of Directors.

H. R. WYATT, Head Office Manager.
W. G. GRIBBLE, Country Manager.
T. J. CARPENTER, Chief Accountant.

London and County Banking Company (Limited), 17th January, 1908.

In accordance with the provisions of the Companies Act, 1900, we certify that all our requirements as Auditors have been complied with, and we report that we have examined the Balance-sheet and Profit and Loss Account, dated the 30th December, 1907, have verified the Cash Balance at the Bank of England, the Stocks there registered, and the other investments of the Bank. We have also examined the several Books and Vouchers and certified Returns showing the Cash Balances, Bills and other Amounts set forth, the whole of which are correctly stated; and in our opinion the said Balance-sheet and Profit and Loss Account are properly drawn up, so as to exhibit a true and correct view of the Company's affairs as shown by the books of the Company.

(Signed) HY. GRANT, THOS. HORWOOD, STUART PLEYDELL-BOUVERIE, } Auditors.

London and County Banking Company (Limited), 23rd January, 1908.

LONDON & COUNTY BANKING COMPANY, LIMITED

Notice is hereby given, that a DIVIDEND on the Capital of the Company at the rate of 10 per cent. for the half-year ending 31st December, 1907, will be PAYABLE to the Shareholders, either at the Head Office, 21, Lombard-street, or at any of the Company's Branches, on or after Monday, the 17th instant.

21, Lombard-street, 7th February, 1908.

By order of the Board, E. F. ROBINSON, Secretary.